



**AGENDA
MEETING OF THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, DECEMBER 21, 2016
9:00 A.M.
(PLEASE NOTE CHANGE IN TIME)**

*Or immediately following the
Joint CBRFA Commission and IEUA Board Meeting*

**INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS
6075 KIMBALL AVENUE, BUILDING A
CHINO, CALIFORNIA 91708**

CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which are available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

1. **CONSENT ITEMS**

NOTICE: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by the Board by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes unless any Board members, staff or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

The Board will be asked to approve the minutes from the November 16, 2016 Board meeting.

B. REPORT OF GENERAL DISBURSEMENTS

It is recommended that the Board approve the total disbursements for the month of October 2016, in the amount of \$17,069,654.56.

C. ADOPTION OF 2016 IEUA BUSINESS GOALS

It is recommended that the Board review and adopt the 2016 IEUA Business Goals.

D. CONTRACT AWARD FOR CCWRF ODOR CONTROL BLEACH AND AIR PIPING REPLACEMENT

It is recommended that the Board:

1. Award Contract No. 4600002127 to E.R. Block Plumbing, Inc. for the Carbon Canyon Water Facility (CCWRF) odor control bleach and air piping replacement for a firm fixed price of \$119,850; and
2. Authorize the General Manager to execute the contract.

E. CONTRACT AMENDMENT TO O.C. VACUUM, INC.

It is recommended that the Board:

1. Approve Contract Amendment No. 46000001912-001 to O.C. Vacuum, Inc., which increases the contract by \$100,000; and
2. Authorize the General Manager to execute the contract amendment.

F. EAST END AVENUE NRW FLOWMETER CONSULTING ENGINEERING SERVICES CONTRACT AWARD

It is recommended that the Board:

1. Award the consulting engineering services contract for the East End Avenue NRW Flowmeter Replacement, Project No. EN22002 to Civiltec Engineering Inc., for the not-to-exceed amount of \$213,554; and

2. Authorize the General Manager to execute the consulting engineering services contract.

G. RP-5 FLOW EQUALIZATION & EFFLUENT MONITORING CONTRACT AWARDS

It is recommended that the Board:

1. Award a construction contract for the RP-5 Flow Equalization & Effluent Monitoring Project No. EN11031, to SCW Contracting in the amount of \$945,029;
2. Approve a contract with Lee & Ro, Inc., to provide engineering services during construction for the not-to-exceed amount of \$68,452; and
3. Authorize the General Manager to execute the construction contract and contract amendment.

H. APPROVAL OF CITY OF UPLAND'S EXTRA-TERRITORIAL REQUEST FOR THE SYCAMORE HILLS DEVELOPMENT

It is recommended that the Board adopt the resolution approving the extra-territorial request for sewer service from the City of Upland for the Sycamore Hills Development.

2. INFORMATION ITEMS – (to be continued after Action Items)

A. SUMMARY OF THE SOUTH ARCHIBALD PLUME CLEANUP PROJECT

3. ACTION ITEMS

A. RESOLUTION NO. 2016-12-1, AUTHORIZING AGENCY ORGANIZATIONAL MEMBERSHIPS AND AFFILIATIONS

It is recommended that the Board:

1. Approve the Agency-wide memberships and affiliations for FY 2017/18, in the amount of \$225,382 (includes 5% contingency); and
2. Adopt Resolution No. 2016-12-1, authorizing Agency organizational memberships and affiliations.

B. RESOLUTION FOR THE USBR TITLE XVI WATER RECLAMATION AND REUSE PROGRAM FUNDING

It is recommended that the Board:

1. Adopt Resolution No. 2016-12-3, authorizing the Agency to enter into financial assistance agreements with the U.S. Department of Interior – Bureau of Reclamation (USBR) WaterSMART: Title XVI Water Reclamation and Reuse Program Funding for Fiscal Year 2017; and
2. Authorize the General Manager, or in his absence, his designees,

to execute the financial assistance agreement, any amendments, and any grant related documents thereto.

C. IEUA FISCAL YEAR 2015/16 COMPREHENSIVE ANNUAL FINANCIAL REPORT

It is recommended that the Board:

1. Approve the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year (FY) ended June 30, 2016; and
2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.

3. INFORMATION ITEMS - continued

B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

C. MWD AND DROUGHT UPDATE - STATE WATER PROJECT (POWERPOINT)

D. UPDATE ON GOVERNOR BROWN'S EXECUTIVE ORDER B-37-16 (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEMS

E. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)

F. FY 2016/17 FIRST QUARTER BUDGET VARIANCE, PERFORMANCE GOALS UPDATES, AND BUDGET TRANSFERS (WRITTEN)

G. FUNDING OF ESTIMATED WORKERS' COMPENSATION LIABILITIES (WRITTEN)

H. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

I. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

J. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

K. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)

L. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

M. INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR DECEMBER 2016 (WRITTEN)

- N. MASTER SERVICE CONTRACTS AUDIT (WRITTEN)
- O. UPDATES FOR THE AUDIT COMMITTEE AND THE INTERNAL AUDIT DEPARTMENT CHARTERS (WRITTEN)
- P. FOLLOW-UP REVIEW – INFORMATION TECHNOLOGY EQUIPMENT AUDIT (WRITTEN)
- Q. AUDIT COMMITTEE FINANCIAL ADVISOR CONTRACT EXTENSION (WRITTEN)
- R. REPORT OF OPEN AUDIT RECOMMENDATIONS (WRITTEN)
- S. ANNUAL ENERGY REPORT (WRITTEN/POWERPOINT)
- T. CONTRACTS AND FACILITIES SERVICES LAWN CONVERSION IMPROVEMENTS (POWERPOINT)

Materials related to an item on this agenda submitted to the Agency, after distribution of the agenda packet, are available for public inspection at the Agency's office located at 6075 Kimball Avenue, Chino, California during normal business hours.

- 4. AGENCY REPRESENTATIVES' REPORTS
 - A. SAWPA REPORT
 - B. MWD REPORT (WRITTEN)
 - C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT
 - D. CHINO BASIN WATERMASTER REPORT
- 5. GENERAL MANAGER'S REPORT (WRITTEN)
- 6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS
- 7. DIRECTORS' COMMENTS
 - A. CONFERENCE REPORTS

This is the time and place for the Members of the Board to report on prescheduled Committee/District Representative Assignment meetings, which were held since the last regular Board meeting, and/or any other items of interest.

- 8. CLOSED SESSION
 - A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
 - 1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

2. Martin vs. IEUA, Case No. CIVRS 1000767

3. Mwembu vs. IEUA, Case No. CIVDS 1415762

**B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 –
CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Supplemental Water Transfer/Purchase

Negotiating Party: General Manager P. Joseph Grindstaff

Under Negotiation: Price and Terms of Purchase

**C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION;
INITIATION OF LITIGATION**

Two (2) Cases

**D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL
MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Manager of Internal Audit

Board Secretary/Office Manager

9. ADJOURN


*A Municipal Water District

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909) 993-1736, 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: 

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, December 15, 2016.


April Woodruff

**CONSENT
CALENDAR
ITEM**

1A



**MINUTES OF THE REGULAR
MEETING OF
THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, NOVEMBER 16, 2016
10:00 A.M.**

DIRECTORS PRESENT:

Terry Catlin, President
Michael Camacho, Vice President
Steven J. Elie, Secretary/Treasurer
Jasmin A. Hall
Paul Hofer

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Martha Davis, Executive Manager of Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Chief Financial Officer/AGM
Blanca Arambula, Deputy Manager of Human Resources
Kathryn Besser, Manager of External Affairs
Chad Bonnet, Electrical & Instrumentation Technician I
Jerry Burke, Deputy Manager of Engineering
Sharmeen Bhojani, Manager of Human Resources
Andy Campbell, Groundwater Recharge Coordinator/Hydrogeologist
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Tina Cheng, Budget Officer
Roberto Delgado, Deputy Manager of Maintenance
Javier Gallegos, Electrical & Instrumentation Technician I
Jason Gu, Grants Officer
Joel Ignacio, Senior Engineer
Sylvie Lee, Manager of Planning and Environmental Resources
Jason Marseilles, Senior Engineer
Lisa Morgan-Perales, Senior Water Resources Analyst
Jeff Noelte, Manager of Technical Services
Jason Pivovarov, Senior Engineer
Jesse Pompa, Senior Engineer
John Scherck, Acting Deputy Manager of Engineering
Peter Soelter, Senior Internal Auditor LT
Shaun Stone, Manager of Engineering
Ken Tam, Senior Associate Engineer - PE
Al VanBreukelen, Deputy Manager of Maintenance
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jan Catlin
Dan Chadwick, City of Fontana
Jean Cihigoyenette, JC Law Firm
Vivian Castro, CBWCD
Tony Mata, City of Fontana
Tyler Old, PFM
Doug Brown, Stradling Yocca Carlson & Rauth

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Catlin called the meeting to order at 10:13 a.m., and he dispensed with the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board. There was no one desiring to do so.

President Catlin introduced his wife, Jan Catlin, who after twenty years that he's been on the IEUA Board, was attending her first IEUA Board meeting. However, since this was his last Board meeting, she wanted to be here. He stated that without her love and support he wouldn't have been able to do all that he has done here in the last 20 years.

President Catlin asked if there were any changes/additions/deletions to the agenda. There were no changes/additions/deletions to the agenda.

1. NEW HIRE INTRODUCTIONS

Executive Manager of Operations/Assistant General Manager Randy Lee introduced the following new hires:

- Mr. Chad Bonnett, Electrical & Instrumentation Technician I, hired 10/10/16
- Mr. Javier Gallegos, Electrical & Instrumentation Technician I, hired 10/10/16
- Mr. Roberto Delgado, Deputy Manager of Maintenance, hired 10/24/16

2. CONSENT CALENDAR

President Catlin asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion.

Upon motion by Director Elie, seconded by Director Camacho, and unanimously carried:

M2016-11-1

MOVED, to approve the Consent Calendar.

- A. Approved the minutes from the September 21, 2016 and October 5, 2016.
- B. Adopted Resolution No. 2016-11-1, commending Mayor Dennis Yates for his 24 years of public service with the City of Chino, and best wishes on his retirement.
- C. Adopted a support position for the process of developing the California WaterFix Project, noting that an official support position for the project is not recommended until costs are fully disclosed.
- D. Adopted the 2017 Federal and State Legislative Priorities.

Continued....

- E. Approved the total disbursements for the month of August 2016, in the amount of \$10,282,194.52.
- F. Approved the total disbursements for the month of September 2016, in the amount of \$13,658,483.29.
- G. Adopted Rate Resolution No. 2016-11-2, to remove the per million gallon (MG) sewer service rate and maintain the equivalent dwelling unit (EDU) volumetric rate as adopted for Fiscal Years (FY) 2015/16 through 2019/20.
- H. Approved the updated Debt Management Policy governing all Agency's debt.
- I. The Board:
 - 1. Approved the proposed Letter Agreement Between IEUA and County of San Bernardino regarding implementing recycled water requests; and
 - 2. Authorized the General Manager to execute the Agreement.
- J. Rejected the September 7, 2016, bids for the construction of the RP-4 Improvements, Project No. EN14018.
- K. The Board:
 - 1. Approved Contract No. 4600002229 to Aqua Ben Corporation, establishing a one-year contract for supply of Hydrofloc 748E with options for four additional one-year extensions, for a potential total contract term of five years; and
 - 2. Authorized the General Manager to execute the contract with the four potential contract extensions.
- L. The Board:
 - 1. Approved Contract No. 4600002237 to Chemtrade Chemicals US LLC, establishing a two-year contract for the supply of bulk aluminum sulfate with options for three additional one-year extensions, for a potential total contract term of five years; and
 - 2. Authorized the General Manager to execute the contract with the three potential contract extensions.
- M. The Board:
 - 1. Awarded Single Source Contract No. 4600002240 to Misco, Inc. for the Carbon Canyon Water Recycling Facility (CCWRF) climber screens and influent gates repair for a total amount not-to-exceed \$358,000; and

Continued....

M2016-11-1, continued.

2. Authorized the General Manager to execute the contract.

N. Ratified Contract No. 4600002233 with Jeremy Harris Construction, Inc. (previously authorized by the General Manager) for the Declez Basin Restoration of Physical Structures maintenance activities for a not-to-exceed amount of \$185,808.

O. The Board:

1. Awarded a consultant contract to Carollo Engineers for the Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation Project No. EN17043 and RP-4 Process Rehabilitation Project No. EN17110 for a not-to-exceed total amount of \$1,288,858; and

2. Authorized the General Manager to execute the consultant contract.

P. The Board:

1. Approved the design-build contract award for the Headquarters Audiovisual Upgrades, Project No. EN16049, to New Millennium Construction Services in the amount of \$831,890; and

2. Authorized the General Manager to execute the design-build contract.

3. ACTION ITEM – (to be continued after Closed Session)

SARCCUP FY 2017 BUDGET

President Catlin made the disclosure that the Water Facilities Agency (WFA), where he currently works, could potentially become a participant in SARCCUP. He noted that he had both WFA and IEUA legal counsel review and both concurred there was no conflict of interest; however, to err on the side of caution, he will abstain from voting, but will participate in listening to the presentation.

(Director Hall left the meeting room at 10:17 a.m.)

(Director Hall re-entered the meeting room at 10:20 a.m.)

Manager of Planning and Environmental Resources Sylvie Lee gave a background on the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP), the Prop. 84 \$55M of grant proceeds for the project; and the role and benefits to the Chino Basin, such as 96 thousand acre feet (TAF) of storage capacity, 32 TAF new dry-year yield production and exchanges, and various construction projects to support three main components to the SARCCUP – habitat improvement (\$13M), water use efficiency (\$2M), and groundwater bank (\$85M).

Director Elie stated that he wanted it to be clear to the public, at large, that nothing has been decided yet what projects will get done. He stated that this is the plan of action for the benefit of the whole region of which the Chino Basin could play a significant part, but it still has to be vetted. This kind of project requires a lot of planning and hard work with the whole region pulling together. He stated that this is only step one of multiple components.

Ms. Lee reported that Project Agreement 23 (PA 23) was established by the SAWPA member agencies to govern water banking elements of the SARCCUP. She stated that the PA Committee will implement measure pursuant to a \$55M Proposition 84 grant, and may implement other measures consistent with the purpose of SARCCUP. Ms. Lee stated that on September 22, 2016, the SAWPA PA 23 committee approved the FYE 2017 budget. She stated that this budget provides a framework for the committee activities to address the SARCCUP. However, before expenditures can be approved by the committee, the budget must be adopted by each of the respective Boards of the five PA 23 member agencies, of which IEUA is a member. Therefore, staff is recommending that the Board adopt the PA 22 and PA 23 committee budgets for FYE 2017.

Upon motion by Director Elie, seconded by Director Camacho, with Director Catlin abstaining from voting, the motion carried (4-0);

M2016-11-2

MOVED, to:

1. Adopt the PA 22 and PA 23 Committee Budgets for Fiscal Year Ending (FYE) 2017 for the SARCCUP; and
2. Authorize the General Manager to execute the requisite documents.

RP-1 DEWATERING CENTRIFUGE EMERGENCY REPAIR

Executive Manager of Operations Randy Lee stated that at RP-1 there are four centrifuges, two are operational at any given time, and two serve as backups. He reported that on June 4, 2016, RP-1 experienced an equipment failure in the lubrication system on centrifuge unit 1 and 3, which rendered both units inoperable, and the original equipment manufacturer (OEM) was contacted to provide emergency repair service for all four centrifuge units. Mr. Lee reported that during the repair service, centrifuge unit 2 and 3 required additional repair. He stated that root cause failure analysis was completed, and it was determined that AW68 hydraulic oil was used instead of OEM recommended AW46 hydraulic oil. Improvements have been implemented to avoid another incident. Mr. Lee stated that staff is recommending that the Board ratify the emergency parts and service for \$107,880, a change order for \$11,350, and approve the additional repair of centrifuge unit 2 for a total project not-to-exceed amount of \$160,000.

Upon motion by Director Hall, seconded by Director Catlin, and unanimously carried:

M2016-11-3

MOVED, to:

1. Ratify the emergency purchase of parts and services from Alfa Laval under Purchase Order No. 4500024955 for \$107,880 and Purchase Order No. 4500025219 for \$11,350; and
2. Approve the additional costs associated with centrifuge unit 2 repair and shipping for a total project not-to-exceed amount of \$106,000.

4. INFORMATION ITEMS

LAFCO UPDATE – CASE NO. 3212 (WRITTEN)

Manager of External Affairs Kathy Besser provided a LAFCO update. She reported that as a result of LAFCO staff's October 13 Departmental Review Committee meeting, the LAFCO Commission authorized the Executive Officer to form a committee with two representatives each

from IEUA, CBWCD, IERCD and County Administrative Offices/Flood Control. The first meeting was held November 12 to discuss alternatives to the Plan for Service submitted by IEUA, consisting of IEUA's original proposal; dividing the district with all education programs and facilities going to IERCD and the basins and basin management going to IEUA; or keeping the same role for IERCD and giving the basins to County Flood Control.

Director Elie stated that he needs a better understanding – he said that he read LAFCO's letter and there are valid questions for the Agency to answer. Director Elie stated to be fair to the taxpayers, we need to get answers. He stated that the reason that the Agency is going through this exercise is because, since 2015, LAFCO had asked the Agency to do this, and it was for the taxpayers' benefit and to determine whether that kind of facility should exist today. He stated that somebody has to explain this to the taxpayers.

Director Hofer stated that he echoed Director Elie's concerns, and that it is unfortunate that Agency staff has been tossed into doing some of LAFCO's work, which makes it more difficult

ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

Deputy Manager of Engineering Jerry Burke gave a PowerPoint presentation on the Engineering and Construction Management Project Updates. He provided updates on the following Projects: EN15008-Water Quality Laboratory; EN22002-NRW Flow Meter Replacement; EN14042-1158 Recycled Water Pump Station Upgrade; EN13048-RP-1 Power Upgrade; EN13056-RP-4 MCC Power Center Five Roof Access; and EN16055-Headquarters Building Backup Generator.

SEPTIC TO SEWER FEASIBILITY STUDY UPDATE (POWERPOINT)

Senior Engineer Ken Tam gave a PowerPoint presentation on the Septic to Sewer Feasibility Study update. He highlighted the project goals and plan of implementation, the Feasibility Study progress, and the project schedule. He noted that Planning staff and Grants staff are working with the State Board to secure a grant of \$500,000 maximum per city, with a focus on disadvantage communities for this Feasibility Study. He stated that the Feasibility Study will be completed in April 2017.

MWD AND DROUGHT UPDATE – STATE WATER PROJECT (POWERPOINT)

Senior Engineer Jason Pivovaroff gave a PowerPoint presentation tour of the State Water Project. In this series, he highlighted the Bay Delta, which consists of a 700-mile maze of waterways with over 1,000 miles of levees, which are at risk of a deteriorating system, earthquakes, and sea level rise and subsidence. He stated that the California Water Fix will update the State's water supply system.

*(Director Camacho left the meeting room at 11:05 a.m.)
(Director Camacho re-entered the meeting room at 11:09)*

*(Director Elie left the meeting room at 11:13 a.m.)
(Director Eile re-entered the meeting room at 11:15 a.m.)*

RP-5 BATTERY STORAGE PROJECT UPDATE (POWERPOINT)

Senior Engineer Jesse Pompa gave a PowerPoint on the RP-5 Battery Storage Project update. He reported that the August cost savings were \$7,011 and 9.4% of facility electricity costs.

THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR AUGUST (WRITTEN/POWERPOINT)

TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR SEPTEMBER (WRITTEN/POWERPOINT)

PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)

CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

RP-1/RP-5 EXPANSION PRELIMINARY DESIGN REPORT (PDR) UPDATE (WRITTEN/POWERPOINT)

RECHARGE MASTER PLAN PRELIMINARY DESIGN REPORT UPDATE (WRITTEN/POWERPOINT)

FY 2015/16 IEUA ANNUAL WATER USE EFFICIENCY PROGRAMS REPORT (WRITTEN/POWERPOINT)

ANNUAL WATER USE REPORT (WRITTEN/POWERPOINT)

FY 15/16 BUILDING ACTIVITY SUMMARY TEN-YEAR GROWTH SURVEY (POWERPOINT)

1ST QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)

5. AGENCY REPRESENTATIVES' REPORTS

SAWPA REPORT

President Catlin reported that he was unable to attend the November 15, Commission meeting, and that Director Hall attended as the alternate.

Director Hall reported that the Commission meeting was routine in nature.

MWD REPORT

Director Camacho reported that Lake Mead hit the lowest level in July 2016, since being filled in the 1930's. He stated a further drop will trigger shortage allocation on the river, which has never been encountered before. Director Camacho said that the Colorado River Basin states, which are California, Nevada, and Arizona, are working on adopting a Drought Contingency Plan to minimize storage conditions on the river.

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

Chief Financial Officer/AGM Christina Valencia reported that the November 3, Policy Committee meeting was routine in nature.

CHINO BASIN WATERMASTER REPORT

Director Elie reported that the safe yield re-set process is moving forward with the rest of the package, besides the actual safe yield. He reported a meeting is set for Thursday, and there will be no meeting in December.

6. GENERAL MANAGER'S REPORT

General Manager Joseph Grindstaff had nothing additional to report.

7. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no Board requested future agenda items.

8. BOARD OF DIRECTORS' COMMENTS

Director Camacho reported that he attended the Battery Storage Project Dedication on October 20; the Three Valleys Leadership Breakfast on October 27; and the Breakfast with Supervisor Rutherford on October 28.

Director Elie reported that he also attended the Battery Storage Project Dedication, which was a great event. He noted that Congresswoman Torres said that she would be unable to attend the dedication, and took a preview tour of the Battery Storage Project. She was so impressed with the project, that she rearranged her schedule to attend the dedication. Director Elie also noted that Congressman Takano, who is the Chair of the Battery Storage Caucus, was at the dedication. He also attended a tour of the Calaveras County Water District facilities on November 2 and 3.

Director Elie commented that Terry (President Catlin) has been a mentor to him in the 6 years that he has been on the Board. He said that Terry has put a lot into this Agency, and a lot of himself into the Agency. To Terry, his friend, he said - thank you for service, and he truly means the word "service" to this Agency. Director Elie stated that the Agency is losing a lot of historical and indentured servitude knowledge by President Catlin no longer serving on this Board. Director Elie concluded that his will sorely miss President Catlin.

Director Hall reported that she attended the 2016 Annual CSDA Conference in San Diego from October 10 through 13. She stated the keynote speaker was Mr. Ross Shafer, who is a six-time Emmy Award winning comedian and author of 14 human resource training films. His topic was "How to Stay Relevant". His take home message was staying relevant is different from being current. Being "current" is awareness. Relevance is taking action to make sure you matter to your customers, your constituents, and your teams. Director Hall also attended the Battery Storage Project Dedication and the Three Valleys Leadership Breakfast. She reported that she will be meeting with Supervisor Janice Rutherford.

President Catlin reported that he attended the Battery Storage Project Dedication, which is such a wonderful project. He stated to think of the significance of technology improving to such an extent where you can put batteries in place to store energy, to be utilized later at an industrious scale. He said that IEUA was the first with such a project, which shows the leadership that the Board has, and the staff has, in trying to employ such technology. He reported that he attended Three Valleys Leadership Breakfast and the Calaveras County Water District Facilities Tour.

President Catlin stated that he would be remiss if he didn't say a few words at his last IEUA Board meeting. He said the following:

"It was a great pleasure to work alongside my Board colleagues, Michael, Steve, and Jasmin.

Jasmin, although we were on the Board together for just a short time, I enjoyed our conversations.

Michael and Steve, I appreciate your guidance and help throughout the years. You will always be my good friends.

The best part of my experience at the Agency for the past 20 years is not only realizing all the amazing accomplishments, including the battery storage project we spoke about earlier, but most importantly to me are the relationships I have developed with all of you over the years. I have known some of you since the beginning.

JC (Jean Cihigoyenette) - I think he may have been here before I was.

Joe Grindstaff - he was at Monte Vista when I first started, but it's been wonderful having the chance to work with him here.

Christina, it's been great to see you grow into the CFO position, and you've done a great job.

April, I have worked with you the whole time I've been here, and I think you are the one I'm going to miss most of all. You have done a wonderful job taking care of me - and the other Board members. I know it hasn't always been easy, but you have always done such a great job. I know you will continue to do a great job going forward. Executive Managers, please be kind to her and get your Board letters in on time.

For others, I have gotten to know you as time went on.

Martha Davis, Teresa Velarde, Randy Lee, Chris Berch, and all the managers and staff in the audience.

I am very proud to have been a part of this Agency. The Agency's success and its recognition are due, in a very large part, to the smart and dedicated individuals who work here. Thank you for giving me a wonderful experience."

9. CLOSED SESSION

The Board went into Closed Session at 11:42 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Mwembu vs. IEUA, Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff, Under Negotiation: Price and Terms of Purchase; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One (1) Case; D. PURSUANT OF GOVERNMENT CODE SECTION 54956.9(d)(4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION: Two (2) Cases; E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS: (1) Various Positions – Compensation Study; (2) Various Positions; F. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (1) Manager of Internal Audit; (2) Board Secretary/Office Manager

The meeting resumed at 1:13 p.m., and General Counsel Jean Cihigoyenetché stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Martin vs. IEUA, Case No. CIVRS 1000767

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board took no reportable action.

Regarding Conference with Legal Counsel – Existing Litigation:

Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

The Board did not discuss.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board did not discuss

Regarding Conference with Legal Counsel – Anticipated Litigation:

One case

The Board, at its meeting of September 25, 2016, unanimously approved a settlement agreement relative to the Regional Water Quality Control Board CAO R8-2016-0016. The case is often referred to as the Ontario Airport plume matter. The settlement agreement has now been signed by all parties. Gov. Code 54957.1 (a)(3)(B)

Regarding Conference with Legal Counsel – Anticipated Litigation; Initiation of Litigation:

Two (2) cases

The Board took no reportable action.

Regarding Personnel Matters:

Various Positions – Compensation Study

Various Positions

The Board took no reportable action.

Regarding Personnel Matters – Pubic Employee Performance Evaluation

Manager of Internal Audit

Board Secretary/Office Manager

The Board deferred this item to the December 21 Board meeting.

3. ACTION ITEM – (continued)

ADOPTION OF RESOLUTIONS TO AMEND THE MEMORANDA OF UNDERSTANDING AND SALARY MATRIXES/SCHEDULES FOR UNIT MODIFICATION

Manager of Human Resources Sharmeen Bhojani reported that in April 2016 the Agency received a request from the Agency's employee bargaining units' representative, City employees Associates (CEA), to modify the Supervisors' Unit in order to allow the transfer of three members from the Professional and General Units to the Supervisors' Unit. She stated that in addition to granting this request, staff also recommended to the Board that employees currently assigned to the Supervisors' Unit who do not have any supervisory responsibilities be transferred to the Professionals' Unit. Ms. Bhojani reported that these changes were adopted by the Board on July 20, 2016. She stated however, given that the parties were unable to resolve all grievance related to this matter, the Agency reached an agreement with the Supervisors' Unit to reinstate the status quo pro to the Board meeting in July. Ms. Bhojani stated that the Agency will be holding a consultation meeting with all affected Units and return to the Board with the additional recommended changes.

Upon motion by Director Elie, seconded by Director Hofer, and unanimously carried:

M2016-11-4

MOVED, to adopt Resolution Nos. 2016-11-4 and 2016-11-5 to amend the Supervisors' Units, General Unit and the Professional Unit Memoranda of Understanding (MOUs) and salary matrix/schedule to reflect a unit modification.

RESOLUTION NO. 2016-11-4

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY, CALIFORNIA, AMENDING THE SUPERVISORS' UNIT MEMORANDUM OF UNDERSTANDING AND THE SALARY MATRIX/SCHEDULE

(for full text, see Resolution Book)

RESOLUTION NO. 2016-11-5

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY, CALIFORNIA, AMENDING THE PROFESSIONAL UNIT AND GENERAL UNIT MEMORANDUMS OF UNDERSTANDING AND THE SALARY SCHEDULE/MATRIX FOR THE UNREPRESENTED, EXECUTIVE MANAGEMENT, LABORATORY UNIT, OPERATORS' ASSOCIATION, PROFESSIONAL UNIT AND GENERAL UNIT

(for full text, see Resolution Book)

With no further business, President Catlin adjourned the meeting at 1:20 p.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: DECEMBER 21, 2016

**CONSENT
CALENDAR
ITEM**


1B





Date: December 21, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (12/14/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Financial Officer/Assistant General Manager

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of October 2016, in the amount of \$17,069,654.56.

BACKGROUND

October disbursement activity includes vendor payments (check numbers 216108-216487) of \$3,316,096.50 and workers compensation payments (check numbers 04636-04657) of \$6,124.92. The total amount of ACH and wire transfer payments is \$13,744,498.63, which includes payroll taxes in the amount of \$1,060,730.39. The total employee pay was \$1,406,803.52. The total pay for the Board of Directors was \$4,410.85.

Payment Type		Transactions	Total Amount
Check	Vendors	380	3,316,096.50
	Workers-Comp	22	6,124.92
	Payroll-Directors'	3	2,934.51
	Payroll-Others	0	0.00
Subtotal Check		405	\$3,325,155.93
ACH		162	\$8,457,229.57
Wire Transfer	Payroll-Net Pay	2	1,406,803.52
	Payroll-Directors'	1	1,476.34
	Others	19	3,878,989.20
Subtotal Wires		22	\$5,287,269.06
TOTAL		589	\$17,069,654.56

Payments to vendors this month above \$500,000 include:

Vendor	Amount	Description
CHINO BASIN DESALTER	7,131,073.27	EN16021.90-IEUA Contrib #7-Proj Clean-Up
MWD	1,988,241.80	August 2016 Water Purchase
IRS	884,642.72	P/R 20,21,DIR 010 Taxes
PERS	820,640.60	P/R 20,21,DIR 010 PERS Cont,10/16 Hlth Ins
SO CAL EDISON	570,278.06	September, October 2016 Electricity Usage
KEMP BROS CONST	561,783.23	EN15008-9/16 Pay Est 1

The report on general disbursements is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for general disbursements associated with operating requirements.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The cash held by the Agency's various funds, including the Administrative Services (GG) Fund, is reduced as a result of paying the Agency's authorized expenditures.

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA 917610000
Bank Key	122234149		
Acct number	CHECK	231167641	

Check number from to	Payment	Post date	Crcy	Amount paid (FC)	Recipient/void reason code	Date /void
216108	2200078028	10/06/2016	USD	115.46	ACCUSTANDARD INC NEW HAVEN CT	10/14/2016
216109	2200078022	10/06/2016	USD	391.96	ARRATION INDUSTRIES INC'L INC CHASKA MN	10/12/2016
216110	2200078017	10/06/2016	USD	338.64	AIRGAS WEST INC PASADENA CA	10/11/2016
216111	2200078039	10/06/2016	USD	1,540.00	ALLIANCE FOR WATER EFFICIENCY CHICAGO IL	10/12/2016
216112	2200078053	10/06/2016	USD	22,706.25	ALLISON MECHANICAL, INC. REDLANDS CA	10/12/2016
216113	2200078040	10/06/2016	USD	3,340.00	AMP MECHANICAL INC COSTA MESA CA	10/12/2016
216114	2200078024	10/06/2016	USD	273.16	ANIXTER INC DALLAS TX	10/11/2016
216115	2200078072	10/06/2016	USD	30.00	ARABOLA, BLANCA CHINO HILLS CA	10/25/2016
216116	2200078027	10/06/2016	USD	80.00	ARMA RIVERSIDE CA	10/17/2016
216117	2200078077	10/06/2016	USD	451.47	ASH, THOMAS CHINO HILLS CA	10/11/2016
216118	2200078078	10/06/2016	USD	282.89	ASPREL, KEVIN CHINO HILLS CA	10/11/2016
216119	2200078046	10/06/2016	USD	561.56	AUTOZONE INC ATLANTA GA	10/11/2016
216120	2200078080	10/06/2016	USD	23.50	BELTRAN, MIA CHINO HILLS CA	10/20/2016
216121	2200078063	10/06/2016	USD	57.28	BERCH, CHRISTOPHER CHINO HILLS CA	
216122	2200078033	10/06/2016	USD	129.89	BOOT BARN INC IRVINE CA	10/12/2016
216123	2200078076	10/06/2016	USD	383.66	BOGGERN, ARIN CHINO HILLS CA	10/13/2016
216124	2200078049	10/06/2016	USD	16,918.83	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	10/11/2016
216125	2200078025	10/06/2016	USD	33.00	CALL WATER ENVIRONMENT ASSOC OAKLAND CA	10/14/2016
216126	2200078051	10/06/2016	USD	10,995.72	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	10/11/2016
216127	2200078073	10/06/2016	USD	241.36	CAMACHO, MICHAEL CHINO HILLS CA	10/17/2016
216128	2200078029	10/06/2016	USD	44,993.88	CAROLLO ENGINEERS SACRAMENTO CA	10/19/2016
216129	2200078038	10/06/2016	USD	3,087.49	CITENS CORPORATION LOC150 PHOENIX AZ	10/14/2016
216130	2200078059	10/06/2016	USD	3,314.49	CITY OF CHINO CHINO CA	10/11/2016
216131	2200078057	10/06/2016	USD	42,738.02	COAST TO COAST COMPUTER PRODUCTS MI VALLEY CA	10/10/2016
216132	2200078050	10/06/2016	USD	564.89	COMMUNICATIONS USA INC ESCONDEDO CA	10/12/2016
216133	2200078042	10/06/2016	USD	312.51	CRUMP & CO INC PASADENA CA	10/12/2016
216134	2200078060	10/06/2016	USD	424.05	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	10/12/2016
216135	2200078058	10/06/2016	USD	1,733.00	D R HORTON CORONA CA	10/14/2016
216136	2200078043	10/06/2016	USD	298.56	DAVID WHEELER'S PEST CONTROL, NORCO CA	10/24/2016
216137	2200078045	10/06/2016	USD	8,042.52	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	10/11/2016
216138	2200078074	10/06/2016	USD	98.44	ELIE, STEVE CHINO HILLS CA	10/14/2016
216139	2200078059	10/06/2016	USD	3,780.00	ENVIRONMENTAL CONCRETS CONE IMMISSION VIEGO CA	10/13/2016
216140	2200078054	10/06/2016	USD	7,250.00	FERRERA COASTAL CONSTRUCTION BRANDBURG NJ	10/12/2016
216141	2200078013	10/06/2016	USD	433.79	FISHER SCIENTIFIC LOS ANGELES CA	10/11/2016
216142	2200078031	10/06/2016	USD	436.11	FLORENCE FILTER CORP COMPTON CA	10/17/2016
216143	2200078023	10/06/2016	USD	937.04	FLEW INC HUNTINGTON BEACH CA	10/11/2016
216144	2200078082	10/06/2016	USD	1,891.54	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	10/12/2016
216145	2200078023	10/06/2016	USD	4,066.17	GRAINGER PALATINE IL	10/14/2016
216146	2200078075	10/06/2016	USD	205.20	HALL, JASMIN CHINO HILLS CA	10/12/2016
216147	2200078014	10/06/2016	USD	730.13	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	10/12/2016
216148	2200078015	10/06/2016	USD	324.27	HOME DEPOT CREDIT SERVICES DES MOINES IA	10/17/2016
216149	2200078069	10/06/2016	USD	45.99	HURST, ELIZABETH CHINO HILLS CA	
216150	2200078019	10/06/2016	USD	4,598.81	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	10/12/2016
216151	2200078035	10/06/2016	USD	1,300.05	KAESER COMPRESSORS FREDERICKSBURG VA	10/13/2016

Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number CHECK 231167641

Check number from to	Payment	Emnt date	Crcty	Amount paid (FC)	Recipient/void reason code	Emnt./void
216152	2200078057	10/06/2016	USD	234.36	KING, JEFFREY L CHINO HILLS CA	10/19/2016
216153	2200078064	10/06/2016	USD	40.21	LEE, SYLVIE CHINO HILLS CA	11/09/2016
216154	2200078052	10/06/2016	USD	179.43	LINDSAY ENGINEERING, INC. CAMARILLO CA	10/12/2016
216155	2200078038	10/06/2016	USD	1,408.03	MCMASTER-CARR SUPPLY CO CHICAGO IL	10/11/2016
216156	2200078041	10/06/2016	USD	21,528.58	MEYERS HAVEN OAKLAND CA	10/14/2016
216157	2200078056	10/06/2016	USD	9,822.35	MICRO MOTION INC BOULDER CO	10/14/2016
216158	2200078048	10/06/2016	USD	2,820.80	MICROAGE PHOENIX AZ	10/13/2016
216159	2200078018	10/06/2016	USD	1,892.12	MISSION REPROGRAPHICS RIVERSIDE CA	10/13/2016
216160	2200078079	10/06/2016	USD	23.50	MORRIS, SHANEKA CHINO HILLS CA	10/17/2016
216161	2200078044	10/06/2016	USD	1,296.00	MULTY INDUSTRIES PRECISION MACONTARIO CA	10/12/2016
216162	2200078036	10/06/2016	USD	1,206.70	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	10/12/2016
216163	2200078037	10/06/2016	USD	500.00	NEWSPAPERS IN EDUCATION SAN ANTONIO TX	10/12/2016
216164	2200078012	10/06/2016	USD	51.43	OFFICE DEPOT LOS ANGELES CA	10/11/2016
216165	2200078020	10/06/2016	USD	530.05	RETTY CASH EXPENDITURES CHINO CA	10/13/2016
216166	2200078016	10/06/2016	USD	952.70	RAMONA TIRE & SERVICE CENTERS HEMET CA	10/20/2016
216167	2200078032	10/06/2016	USD	406.04	RED WING SHOP STORE CORONA CA	10/23/2016
216168	2200078055	10/06/2016	USD	101.81	REYES, RAYMOND CHINO HILLS CA	11/08/2016
216169	2200078063	10/06/2016	USD	140.18	KILLEY, STEPHANIE CHINO CA	10/13/2016
216170	2200078071	10/06/2016	USD	361.80	ROBISON, JOHN CHINO HILLS CA	10/11/2016
216171	2200078061	10/06/2016	USD	111,968.85	SO CALIF EDISON ROSEMEAD CA	10/13/2016
216172	2200078047	10/06/2016	USD	1,800.00	STAFFING NETWORK LLC ITASCA IL	10/25/2016
216173	2200078025	10/06/2016	USD	80.00	STATE WATER RESOURCES CIVIL SACRAMENTO CA	10/10/2016
216174	2200078034	10/06/2016	USD	42,410.39	SWKCB ACCOUNTING OFFICE SACRAMENTO CA	10/13/2016
216175	2200078056	10/06/2016	USD	54.00	TRADGOTT, JEFF CHINO HILLS CA	10/19/2016
216176	2200078078	10/06/2016	USD	23.50	WATERS-LEIVA, TORRES CHINO HILLS CA	10/13/2016
216177	2200078095	10/06/2016	USD	1,361.15	BURRPEC WASTE INDUSTRIES INC FONTANA CA	10/13/2016
216178	2200078089	10/06/2016	USD	250.00	CAL POLY POMONA FOUNDATION INC POMONA CA	11/09/2016
216179	2200078094	10/06/2016	USD	20,297.52	RDC TRUST # 80-5800 LAKESIDE CA	10/13/2016
216180	2200078083	10/06/2016	USD	2,734.25	RMA GROUP RANCHO CUCAMONGA CA	10/17/2016
216181	2200078094	10/06/2016	USD	451.15	SO CALIF GAS MONTEREY PARK CA	10/13/2016
216182	2200078086	10/06/2016	USD	151.63	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	10/11/2016
216183	2200078090	10/06/2016	USD	18,084.52	VADGEMAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	10/13/2016
216184	2200078093	10/06/2016	USD	10,926.29	VIRAMONTES EXPRESS INC CORONA CA	10/13/2016
216185	2200078084	10/06/2016	USD	1,309.50	WAXYE SANITARY SUPPLY LOS ANGELES CA	10/14/2016
216186	2200078085	10/06/2016	USD	90.00	WESTERN ANALYTICAL LABORATORIE CHINO CA	10/11/2016
216187	2200078087	10/06/2016	USD	64.92	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	10/12/2016
216188	2200078092	10/06/2016	USD	2,970.00	WIN 911 SOFTWARE AUSTIN TX	10/25/2016
216189	2200078088	10/06/2016	USD	1,045.53	WORLDWIDE EXPRESS ALBANY NY	10/12/2016
216190	2200078108	10/11/2016	USD	48,028.30	SO CALIF EDISON ROSEMEAD CA	10/14/2016
216191	2200078148	10/13/2016	USD	705.14	ACCISSTANDARD INC NEW HAVEN CT	10/13/2016
216192	2200078147	10/13/2016	USD	686.34	AGILENT TECHNOLOGIES INC LOS ANGELES CA	10/17/2016
216193	2200078131	10/13/2016	USD	612.63	ARENAS WEST INC PASADENA CA	10/18/2016
216194	2200078189	10/13/2016	USD	1,050.00	ALG ENVIRONMENTAL DALLAS TX	10/21/2016
216195	2200078142	10/13/2016	USD	185.20	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	10/19/2016

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA 917610000
Bank Key	122234149		
Acct number	CHECK	231167641	

Check number	From to	Payment	Print date	Croy	Amount paid (FC)	Recipient/void reason code	Encr/void
216196		2200078138	10/13/2016	USD	59.27	ANIXTER INC DALLAS TX	10/17/2016
216197		2200078137	10/13/2016	USD	898.80	APPLIED INDUSTRIAL TECHNOLOGIES PASADENA CA	10/19/2016
216198		2200078216	10/13/2016	USD	101.31	ARCHER WILLIAM CHINO HILLS CA	10/25/2016
216199		2200078173	10/13/2016	USD	947.43	ASAP INDUSTRIAL SUPPLY FONTANA CA	10/18/2016
216200		2200078174	10/13/2016	USD	259.97	BERLIN PACKAGING LLC CHICAGO IL	10/20/2016
216201		2200078139	10/13/2016	USD	171.82	BEARH COVE COMPANY PORTLAND OR	10/18/2016
216202		2200078179	10/13/2016	USD	1,868.00	BRIGHTVIEW LANDSCAPE LLC ROCKVILLE MD	10/20/2016
216203		2200078204	10/13/2016	USD	5,402.77	BURTEC WASTE INDUSTRIES INC FONTANA CA	10/20/2016
216204		2200078181	10/13/2016	USD	18,249.37	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	10/19/2016
216205		2200078213	10/13/2016	USD	147.63	CARL E TAYLOR III CRYSTAL RIVER FL	10/20/2016
216206		2200078156	10/13/2016	USD	7,343.00	CASC ENGINEERING AND CONSULT INC COLTON CA	10/18/2016
216207		2200078184	10/13/2016	USD	1,250.00	CHAESS CHENG CA	
216208		2200078136	10/13/2016	USD	52,571.88	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	10/20/2016
216209		2200078159	10/13/2016	USD	1,250.00	CHINO HILLS HIGH SCHOOL CHINO HILLS CA	11/01/2016
216210		2200078163	10/13/2016	USD	4,068.80	CINIAS CORPORATION LOCKLESO PHOENIX AZ	10/24/2016
216211		2200078208	10/13/2016	USD	404.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	10/25/2016
216212		2200078183	10/13/2016	USD	118.80	CITY OF LOS ANGELES LOS ANGELES CA	10/28/2016
216213		2200078176	10/13/2016	USD	21,614.63	CONSERV CONSTRUCTION INC MURRIETA CA	10/18/2016
216214		2200078164	10/13/2016	USD	2,769.74	CUMMINS PACIFIC LLC LOS ANGELES CA	10/17/2016
216215		2200078214	10/13/2016	USD	221.03	CUNNINGHAM RICHARD CHINO HILLS CA	10/17/2016
216216		2200078172	10/13/2016	USD	400.00	DAVID WHEELER'S PREST CONTROL NORCO CA	10/20/2016
216217		2200078135	10/13/2016	USD	711.61	DELL MARKETING L P PASADENA CA	10/19/2016
216218		2200078177	10/13/2016	USD	698.80	ELECTRO-CHEMICAL DEVICES INC ANAHEIM CA	10/21/2016
216219		2200078167	10/13/2016	USD	1,689.75	ENVIRONMENTAL ENGINEERING ORANGE CA	10/18/2016
216220		2200078124	10/13/2016	USD	749.19	FISHER SCIENTIFIC LOS ANGELES CA	10/17/2016
216221		2200078188	10/13/2016	USD	1,250.00	FONTANA UNIFIED SCHOOL DISTRICT FONTANA CA	
216222		2200078208	10/13/2016	USD	271.40	FONTANA WATER COMPANY FONTANA CA	10/19/2016
216223		2200078204	10/13/2016	USD	4,903.97	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	10/19/2016
216224		2200078132	10/13/2016	USD	7,079.49	GRANINGER PALATINE IL	10/18/2016
216225		2200078125	10/13/2016	USD	3,166.22	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	10/29/2016
216226		2200078141	10/13/2016	USD	357.50	HI-WAY SAFETY RENTALS INC CHINO CA	10/19/2016
216227		2200078126	10/13/2016	USD	369.82	HOMES DEPOT CREDIT SERVICES DES MOINES IA	10/23/2016
216228		2200078152	10/13/2016	USD	320.00	INDUSTRIAL HEARING & PULMONARY UPLAND CA	10/21/2016
216229		2200078208	10/13/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	10/28/2016
216230		2200078171	10/13/2016	USD	1,625.00	KITCHELL CEM SACRAMENTO CA	10/18/2016
216231		2200078145	10/13/2016	USD	2,705.40	KONICA MINOLTA PASADENA CA	10/19/2016
216232		2200078144	10/13/2016	USD	322.44	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	10/24/2016
216233		2200078189	10/13/2016	USD	1,860.00	LABORATORY SERVICE AND CONSULT VACAVILLE CA	10/19/2016
216234		2200078203	10/13/2016	USD	915.64	LEVEL 3 COMMUNICATIONS LLC DENVER CO	10/19/2016
216235		2200078208	10/13/2016	USD	17,402.25	LIBER INSURANCE COMPANY OF PHILADELPHIA PA	10/19/2016
216236		2200078182	10/13/2016	USD	40.00	LITTLE SISTER'S TRUCK WASH INBONSALL CA	10/19/2016
216237		2200078213	10/13/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	10/21/2016
216238		2200078168	10/13/2016	USD	426.57	MARS ENVIRONMENTAL INC YORBA LINDA CA	10/24/2016
216239		2200078165	10/13/2016	USD	520.00	MEYERS WAVE OAKLAND CA	10/19/2016

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149				
Acct number		CHECK	231167641			
Check number from to.	Payment	Print date	Crcy	Amount paid (FC)	Recipient/v.o.d reason code	Busca /void
216240	2200078150	10/13/2016	USD	1,149.75	MIDPOINT HEARING ONTARIO CA	10/17/2016
216241	2200078154	10/13/2016	USD	436.53	MISCO WATER FOOTHILL RANCH CA	10/20/2016
216242	2200078193	10/13/2016	USD	25,420.00	MWH CONSTRUCTORS INC BROOMFIELD CO	10/21/2016
216243	2200078155	10/13/2016	USD	485.00	NATIONAL BUSINESS INVESTIGATION MURRIETA CA	10/18/2016
216244	2200078151	10/13/2016	USD	211.60	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	10/18/2016
216246	2200078217	10/13/2016	USD	369.24	NOELKE, JEFF CHINO HILLS CA	10/18/2016
216248	2200078221	10/13/2016	USD	53.51	OCEDO, MARITSA CHINO HILLS CA	10/17/2016
216247	2200078123	10/13/2016	USD	1,619.39	OFFICE DEPOT LOS ANGELES CA	10/17/2016
216248	2200078158	10/13/2016	USD	825.00	OSTS INC CHINO CA	10/18/2016
216249	2200078153	10/13/2016	USD	2,045.00	PALM AUTO-DETAIL INC COLTON CA	10/24/2016
216250	2200078210	10/13/2016	USD	357.50	PATRICK W HUNTER PHELAN CA	10/19/2016
216251	2200078207	10/13/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	10/20/2016
216252	2200078220	10/13/2016	USD	255.00	RIVKAROFF, JASON CHINO HILLS CA	10/17/2016
216253	2200078191	10/13/2016	USD	13,394.08	PROPERTY HOLDING SERVICES LLC BREA CA	10/18/2016
216254	2200078215	10/13/2016	USD	39.62	OUTROZ, OSCAR CHINO HILLS CA	10/17/2016
216255	2200078128	10/13/2016	USD	935.23	RAMON TIRE & SERVICE CENTERS HENRY CA	10/20/2016
216256	2200078179	10/13/2016	USD	86.60	RDC EQUIPMENT COMPANY LAKESIDE CA	10/19/2016
216257	2200078213	10/13/2016	USD	86.01	RODRIGUEZ, VICTOR CHINO HILLS CA	11/07/2016
216258	2200078129	10/13/2016	USD	409.85	ROYAL WHOLESALE ELECTRIC ORANGE CA	10/18/2016
216259	2200078162	10/13/2016	USD	326.00	RSD LAKE FOREST CA	10/18/2016
216260	2200078219	10/13/2016	USD	120.96	RUSSO, EFRAIN CHINO HILLS CA	10/31/2016
216261	2200078166	10/13/2016	USD	133.08	RYAN & TUCKER LLP COSTA MESA CA	10/19/2016
216262	2200078196	10/13/2016	USD	14,899.01	SATTECH INC FREMONT CA	10/20/2016
216263	2200078174	10/13/2016	USD	2,013.53	SCHNEVEL ENGINEERING LLC ANAHEIM CA	10/19/2016
216264	2200078205	10/13/2016	USD	544.16	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	10/27/2016
216265	2200078194	10/13/2016	USD	3,348.75	SIBERRA WATER GROUP INC LAGUNA NIGUEL CA	10/21/2016
216266	2200078198	10/13/2016	USD	12,077.63	SO CALIF EDISON ROSEMEAD CA	10/18/2016
216267	2200078199	10/13/2016	USD	101.38	SO CALIF GAS MONTEREY PARK CA	10/20/2016
216268	2200078143	10/13/2016	USD	2,169.60	SOLLIST CANADA LTD GEORGETOWN ON	10/28/2016
216269	2200078195	10/13/2016	USD	393.20	STORETRIEVE LLC MONTEBELLO CA	10/19/2016
216270	2200078190	10/13/2016	USD	677.61	STOTZ EQUIPMENT MONTECLAIR CA	10/19/2016
216271	2200078197	10/13/2016	USD	5,003.68	SUPERIOR ELECTRIC MOTOR SERVICE VERNON CA	10/26/2016
216272	2200078154	10/13/2016	USD	76,274.86	SYSTEMS SOURCE INC IRVINE CA	10/18/2016
216273	2200078175	10/13/2016	USD	16,850.00	TECHNICAL ASSOCIATES OF CHARLOTTE NC	10/29/2016
216274	2200078160	10/13/2016	USD	26,553.00	THE ADSTIN COMPANY CLEVELAND OH	10/18/2016
216275	2200078192	10/13/2016	USD	420.00	TRIBOLOGIX CORPORATION HAMMOND IN	10/28/2016
216276	2200078186	10/13/2016	USD	1,691.25	TRIPERT SMITH AND ASSOCIATES, IRVINE CA	10/21/2016
216277	2200078197	10/13/2016	USD	1,000.00	TRUST FOR CONSERVATION INNOVATOAKLAND CA	10/19/2016
216278	2200078149	10/13/2016	USD	1,500.98	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	10/19/2016
216279	2200078130	10/13/2016	USD	354.00	UNDERGROUND SERVICE ALERT/SC CORONA CA	10/18/2016
216280	2200078169	10/13/2016	USD	21,272.30	UNIVERSAL PROTECTION SERVICE PASADENA CA	10/19/2016
216281	2200078167	10/13/2016	USD	8,657.12	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	10/23/2016
216282	2200078185	10/13/2016	USD	18,191.00	V3IT CONSULTING INC NAPERVILLE IL	10/19/2016
216283	2200078218	10/13/2016	USD	54.12	VRLARDE, TERESA CHINO HILLS CA	10/21/2016

Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number CHECK 231167641

Check number from to	Payment	Emnt date	Cncy	Amount paid (FC)	Recipient/void reason code	Prncp /void
216284	2200078201	10/13/2016	USD	55.84	VERIZON ALBANY NY	10/28/2016
216285	2200078151	10/13/2016	USD	5,714.01	VERIZON WIRELESS DALLAS TX	10/19/2016
216286	2200078146	10/13/2016	USD	571.80	WASTE MANAGEMENT OF LOS ANGELES CA	10/19/2016
216287	2200078137	10/13/2016	USD	5,000.00	WATER EDUCATION FOUNDATION SACRAMENTO CA	10/20/2016
216288	2200078133	10/13/2016	USD	235.00	WATER ENVIRONMENT FEDERATION BOSTON MA	10/18/2016
216289	2200078140	10/13/2016	USD	388.00	WESTERN ANALYTICAL LABORATORIECHINO CA	10/13/2016
216290	2200078268	10/20/2016	USD	319.68	AIRGAS WEST INC PASADENA CA	10/24/2016
216291	2200078284	10/20/2016	USD	218.75	ALBERT A WEBB ASSOCIATES RIVERSIDE CA	11/03/2016
216292	2200078292	10/20/2016	USD	1,262.52	ALTA FOODCRAFT COFFEE ORANGE CA	10/24/2016
216293	2200078270	10/20/2016	USD	227.29	ANYXTER INC DALLAS TX	10/24/2016
216294	2200078293	10/20/2016	USD	1,054.11	ASAP INDUSTRIAL SUPPLY FONTANA CA	10/25/2016
216295	2200078295	10/20/2016	USD	1,147.93	ASTROZONE INC ATLANTA GA	10/28/2016
216296	2200078297	10/20/2016	USD	755.00	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	10/24/2016
216297	2200078302	10/20/2016	USD	15,996.82	BUSINESS CARD WILMINGTON DE	10/24/2016
216298	2200078271	10/20/2016	USD	516.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	10/31/2016
216299	2200078275	10/20/2016	USD	382.32	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	10/28/2016
216300	2200078299	10/20/2016	USD	10,740.07	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	10/25/2016
216301	2200078253	10/20/2016	USD	295.96	CARL WARREN & CO SANTA ANA CA	10/24/2016
216302	2200078288	10/20/2016	USD	1,887.83	CINTAS CORPORATION LOC#150 PHOENIX AZ	10/27/2016
216303	2200078319	10/20/2016	USD	3,108.17	CITY OF CHINO CHINO CA	10/24/2016
216304	2200078309	10/20/2016	USD	25,000.00	COALITION FOR ENVIRONMENTAL BUNKER HILL STATION CA	
216305	2200078308	10/20/2016	USD	2,970.44	COMPRESSOR DESIGN AND SERVICESPALM DESERT CA	10/26/2016
216306	2200078321	10/20/2016	USD	101.51	CONCERNING FRANCIS CHINO HILLS CA	11/08/2016
216307	2200078304	10/20/2016	USD	1,134.13	FACILITY SOLUTIONS GROUP INC PLACENTIA CA	10/25/2016
216308	2200078300	10/20/2016	USD	107,850.65	FERRERA COASTAL CONSTRUCTION BRANCHBURG NJ	10/26/2016
216309	2200078256	10/20/2016	USD	372.47	FISHER SCIENTIFIC LOS ANGELES CA	10/24/2016
216310	2200078315	10/20/2016	USD	916.38	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	10/25/2016
216311	2200078272	10/20/2016	USD	156,275.00	GENESIS CONSTRUCTION HEMET CA	10/26/2016
216312	2200078306	10/20/2016	USD	14,460.00	GILLIS + PANICHA-PAN ARCHITECTSCOSTA MESA CA	10/25/2016
216313	2200078267	10/20/2016	USD	906.74	GRAINGER PARATINE IL	10/25/2016
216314	2200078317	10/20/2016	USD	93.18	GU, JASON CHINO HILLS CA	11/01/2016
216315	2200078257	10/20/2016	USD	1,822.76	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	10/25/2016
216316	2200078298	10/20/2016	USD	1,353.20	HIGH IMPACT INC LA HABRA CA	10/31/2016
216317	2200078258	10/20/2016	USD	1,065.48	HOME DEPOT CREDIT SERVICES DES MOINES IA	10/28/2016
216318	2200078305	10/20/2016	USD	1,635.23	IMPERIAL SPRINKLER SUPPLY ANAHEIM CA	10/24/2016
216319	2200078282	10/20/2016	USD	8,000.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	10/26/2016
216320	2200078283	10/20/2016	USD	60.00	INSTITUTE OF INTERNAL AUDITORSRIVERSIDE CA	10/28/2016
216321	2200078274	10/20/2016	USD	27,145.03	J P BREA CONSTRUCTION INC WALNUT CA	10/25/2016
216322	2200078259	10/20/2016	USD	137,378.30	J R FILANG CONSTRUCTION CO INCSCONDIDO CA	10/25/2016
216323	2200078260	10/20/2016	USD	261.19	JOHNSON POWER SYSTEMS LOS ANGELES CA	10/24/2016
216324	2200078319	10/20/2016	USD	574.13	JOHNSON, LINDA CHINO HILLS CA	11/01/2016
216325	2200078273	10/20/2016	USD	3,040.66	KONICA MINOLTA BUSINESS SOLUTIONSPASADENA CA	10/28/2016
216326	2200078303	10/20/2016	USD	28,188.00	MAG TROL WEST INC CHINO CA	10/25/2016
216327	2200078318	10/20/2016	USD	25.00	MELANDREZ, MATTHEW CHINO HILLS CA	10/28/2016

Bank			CITIZENS BUSINESS BANK			ONTARIO CA 917610000	
Bank Key			122234149				
Acct number			CHECK 231167641				
Check							
Check number from to	Payment	Print date	Croy	Amount paid (FC)	Recipient/void reason code	Disc./void	
216328	2200078276	10/20/2016	USD	165.90	MIDPOINT BEARING ONTARIO CA		10/24/2016
216329	2200078286	10/20/2016	USD	9.72	MISSION REPROGRAPHICS RIVERSIDE CA		10/24/2016
216330	2200078258	10/20/2016	USD	1,072.17	MOTION INDUSTRIES INC LOS ANGELES CA		10/24/2016
216331	2200078298	10/20/2016	USD	832.11	NESTLE WATERS NORTH AMERICA LOUISVILLE KY		11/01/2016
216332	2200078307	10/20/2016	USD	7,450.00	NEXXOL CORPORATION WALNUT CA		10/26/2016
216333	2200078255	10/20/2016	USD	100.19	OFFICE DEPOT LOS ANGELES CA		10/24/2016
216334	2200078311	10/20/2016	USD	7,209.89	ONTARIO MUNICIPAL UTILITIES COONTARIO CA		10/24/2016
216335	2200078264	10/20/2016	USD	1,546.36	PERKINELMER HEALTH SCIENCES INCHICAGO IL		10/24/2016
216336	2200078316	10/20/2016	USD	164.70	POMERLEAU, TOM CHINO HILLS CA		11/04/2016
216337	2200078284	10/20/2016	USD	3,586.28	PORTON INDUSTRIES INC TORRA LINDA CA		10/21/2016
216338	2200078254	10/20/2016	USD	2,183.08	RBM LOCK & KEY ONTARIO CA		10/28/2016
216339	2200078279	10/20/2016	USD	1,115.77	ROSEMOUNT INC CHICAGO IL		10/27/2016
216340	2200078263	10/20/2016	USD	5,921.75	ROYAL WHOLESALE ELECTRIC ORANGE CA		10/24/2016
216341	2200078286	10/20/2016	USD	8,517.40	RSD LAKE FOREST CA		10/24/2016
216342	2200078285	10/20/2016	USD	25.00	SARBS FOUNTAIN VALLEY CA		
216343	2200078287	10/20/2016	USD	102,719.75	SCM CONTRACTING CORPORATION FALLBROOK CA		10/27/2016
216344	2200078294	10/20/2016	USD	48,636.68	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA		11/02/2016
216345	2200078254	10/20/2016	USD	156.26	SMART & FINAL LOS ANGELES CA		10/21/2016
216346	2200078312	10/20/2016	USD	326,798.60	SO CALIF EDISON ROSEMEAD CA		10/24/2016
216347	2200078313	10/20/2016	USD	50.00	SO CALIF GAS MONTEREY PARK CA		10/25/2016
216348	2200078291	10/20/2016	USD	155.00	SOCIETY FOR MAINTENANCE AND MCLEAN VA		11/14/2016
216349	2200078269	10/20/2016	USD	2,000.00	SOUTHERN CALIFORNIA WATER COMMSTUDIO CITY CA		11/04/2016
216350	2200078296	10/20/2016	USD	900.00	STAFFING NETWORK LLC CAROL STREAM IL		10/28/2016
216351	2200078301	10/20/2016	USD	51,901.87	TECHNICAL SYSTEMS INC LYNNWOOD WA		10/25/2016
216352	2200078277	10/20/2016	USD	40.00	THREE VALLEYS MWD CLAREMONT CA		10/31/2016
216353	2200078280	10/20/2016	USD	3,106.97	TRIMAX SYSTEMS INC BREA CA		10/25/2016
216354	2200078278	10/20/2016	USD	5,303.19	U-S BANK NA ST PAUL MN		10/26/2016
216355	2200078320	10/20/2016	USD	1,025.15	VELARDE, MARIO CHINO HILLS CA		10/21/2016
216356	2200078314	10/20/2016	USD	444.01	VERIZON BUSINESS ALBANY NY		10/25/2016
216357	2200078340	10/20/2016	USD	465.77	O RINGS AND THINGS RONTANA CA		10/23/2016
216358	2200078324	10/20/2016	USD	451.67	OFFICE DEPOT LOS ANGELES CA		10/24/2016
216359	2200078342	10/20/2016	USD	14,926.34	ORACLE AMERICA INC SAN FRANCISCO CA		10/25/2016
216360	2200078330	10/20/2016	USD	653.25	PETE'S ROAD SERVICE FULLERTON CA		10/25/2016
216361	2200078325	10/20/2016	USD	1,994.33	RAMON TIRE & SERVICE CENTERS REMET CA		10/31/2016
216362	2200078323	10/20/2016	USD	852.60	RBM LOCK & KEY ONTARIO CA		10/28/2016
216363	2200078338	10/20/2016	USD	49,425.85	RMC WATER AND ENVIRONMENT WALNUT CREEK CA		10/26/2016
216364	2200078347	10/20/2016	USD	2,218.89	ROCKWELL SOLUTIONS INC NEWPORT COAST CA		10/28/2016
216365	2200078336	10/20/2016	USD	1,732.92	ROYAL WHOLESALE ELECTRIC ORANGE CA		10/25/2016
216366	2200078339	10/20/2016	USD	1,681.30	SKALAR INC BUFORD GA		
216367	2200078331	10/20/2016	USD	8,091.95	SPARKING INSTRUMENTS LLC PHOENIX AZ		10/25/2016
216368	2200078329	10/20/2016	USD	466.56	TELL STEEL INC LONG BEACH CA		10/28/2016
216369	2200078343	10/20/2016	USD	3,397.50	THOMAS HARDER & CO INC ANAHEIM CA		10/22/2016
216370	2200078334	10/20/2016	USD	69,919.89	TOM DODSON & ASSOCIATES SAN BERNARDING CA		10/26/2016
216371	2200078345	10/20/2016	USD	350.00	TRIPPI SMITH AND ASSOCIATES, IRVINE CA		11/03/2016

Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number CHECK 231167641

Check	Check number from to	Payment	Post date	Crcy	Amount paid (FC)	Recipient/void reason code	Date void
	216372	2200078336	10/20/2016	USD	99.00	U.S. HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	10/24/2016
	216373	2200078339	10/20/2016	USD	441.95	ALTA SCIENTIFIC NORTH KINGSTOWN RI	10/26/2016
	216374	2200078344	10/20/2016	USD	10,843.33	UTILIQUEST LLC ATLANTA GA	10/24/2016
	216375	2200078335	10/20/2016	USD	2,802.21	VERIZON WIRELESS DALLAS TX	10/26/2016
	216376	2200078344	10/20/2016	USD	6,387.56	VIRAMONTES EXPRESS INC CORONA CA	10/27/2016
	216377	2200078338	10/20/2016	USD	3,076.38	WAXIE SANITARY SUPPLY GAS ANGELES CA	10/27/2016
	216378	2200078382	10/20/2016	USD	216.00	WESTERN ANALYTICAL LABORATORIES CHINO CA	10/25/2016
	216379	2200078337	10/20/2016	USD	154.29	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	10/25/2016
	216380	2200078528	10/27/2016	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	11/02/2016
	216381	2200078477	10/27/2016	USD	2,157.06	AIRGAS WEST INC PASADENA CA	10/31/2016
	216382	2200078576	10/27/2016	USD	203.85	ALMASRI, ADHAM CHINO HILLS CA	11/02/2016
	216383	2200078547	10/27/2016	USD	1,050.00	ALS ENVIRONMENTAL DALLAS TX	11/04/2016
	216384	2200078524	10/27/2016	USD	1,480.00	AME MECHANICAL INC COSTA MESA CA	11/02/2016
	216385	2200078490	10/27/2016	USD	376.40	ANEXTER INC DALLAS TX	11/01/2016
	216386	2200078485	10/27/2016	USD	722.48	APPLIED EMPLOYMENT SERVICES GLENDALE CA	11/04/2016
	216387	2200078579	10/27/2016	USD	30.60	ARIZANO, TONY CHINO HILLS CA	11/07/2016
	216388	2200078483	10/27/2016	USD	965.80	ARIZONA INSTRUMENT LLC CHANDLER AZ	11/01/2016
	216389	2200078530	10/27/2016	USD	31.26	ASAP INDUSTRIAL SUPPLY FONTANA CA	11/03/2016
	216390	2200078508	10/27/2016	USD	270.80	BABCOCK LABORATORIES, INC RIVERSIDE CA	11/02/2016
	216391	2200078549	10/27/2016	USD	29,567.54	BANNER BANK SACRAMENTO CA	11/02/2016
	216392	2200078498	10/27/2016	USD	682.72	BATTERY SPECIALTIES COSTA MESA CA	11/02/2016
	216393	2200078567	10/27/2016	USD	84.30	BIRCH, CHRISTOPHER CHINO HILLS CA	11/07/2016
	216394	2200078507	10/27/2016	USD	1,139.32	BOOT BARN INC IRVINE CA	11/07/2016
	216395	2200078562	10/27/2016	USD	172.23	BREDS, ANNA VICTORVILLE CA	11/01/2016
	216396	2200078538	10/27/2016	USD	1,500.00	BRIGHTVIEW LANDSCAPES LLC ROCKVILLE MD	10/31/2016
	216397	2200078523	10/27/2016	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	11/02/2016
	216398	2200078540	10/27/2016	USD	7,239.14	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	11/01/2016
	216399	2200078541	10/27/2016	USD	1,125.00	CAMET RESEARCH, INC. GOLETA CA	11/09/2016
	216400	2200078504	10/27/2016	USD	45.00	CHARFEY COLLEGE RANCHO CUCAMONGA CA	11/09/2016
	216401	2200078493	10/27/2016	USD	2,220.80	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	11/07/2016
	216402	2200078489	10/27/2016	USD	51,448.95	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	11/08/2016
	216403	2200078518	10/27/2016	USD	508.93	CINTAS CORPORATION LOCUS PHOENIX AZ	11/03/2016
	216404	2200078505	10/27/2016	USD	858.40	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	11/01/2016
	216405	2200078491	10/27/2016	USD	11,258.68	CITY OF RANCHO CUCAMONGA RANCHO CUCAMONGA CA	11/04/2016
	216406	2200078464	10/27/2016	USD	431.39	CITY RENTALS INC ONTARIO CA	11/03/2016
	216407	2200078543	10/27/2016	USD	1,040.00	CLINICAL HEALTH SYSTEMS ANAHEIM CA	10/31/2016
	216408	2200078517	10/27/2016	USD	1,799.52	CE-AMSCO HUNTINGTON BEACH CA	11/02/2016
	216409	2200078556	10/27/2016	USD	85.20	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	11/01/2016
	216410	2200078522	10/27/2016	USD	3,470.00	DAVE'S PLUMBING CHINO HILLS CA	11/03/2016
	216411	2200078529	10/27/2016	USD	763.98	DAVID WHEELER'S PEST CONTROL, NORCO CA	11/07/2016
	216412	2200078544	10/27/2016	USD	550.80	DC INTERNATIONAL INC LAFAYETTE LA	11/02/2016
	216413	2200078553	10/27/2016	USD	9,282.12	DDR UNLIMITED INC PAIS VALLEY OR	11/01/2016
	216414	2200078479	10/27/2016	USD	2,122.50	DEPT OF TOXIC SUBSTANCES CONTRASACRAMENTO CA	11/09/2016
	216415	2200078569	10/27/2016	USD	16,837.50	DUREK & ASSOCIATES INC ENCINITAS CA	11/02/2016

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA 917610000
Bank Key	122234149		
Acct number	CHECK	231167641	

Check number from to	Payment	Print date	Cred	Amount paid (FC)	Recipient/void reason code	Enca /void
216416	2200078535	10/27/2016	USD	1,390.49	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	11/02/2016
216417	2200078545	10/27/2016	USD	1,595.00	ENVIRONMENTAL CONCEPTS COMP INMISSION VILGO CA	11/01/2016
216418	2200078536	10/27/2016	USD	11,587.20	ENVIRONMENTAL SCIENCE ASSOCIATSAN FRANCISCO CA	11/02/2016
216419	2200078534	10/27/2016	USD	1,250.00	EUROFINS BACON ANALYTICAL, INC GRAPEVINE TX	11/01/2016
216420	2200078466	10/27/2016	USD	1,587.87	FISHER SCIENTIFIC LOS ANGELES CA	10/31/2016
216421	2200078503	10/27/2016	USD	375.46	FLORENCE EILKER CORP COMETON CA	11/07/2016
216422	2200078572	10/27/2016	USD	350.00	FLORES, MARIA E CHINO HILLS CA	11/01/2016
216423	2200078464	10/27/2016	USD	181.00	FONTANA HERALD NEWS FONTANA CA	11/02/2016
216424	2200078560	10/27/2016	USD	2,799.45	FOUNDATION HA ENERGY GENERATION SAN FRANCISCO CA	11/03/2016
216425	2200078570	10/27/2016	USD	512.00	FRESQUEZ, ADRIAN CHINO HILLS CA	11/02/2016
216426	2200078514	10/27/2016	USD	4,363.75	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	
216427	2200078492	10/27/2016	USD	593.74	GRATINGER PALATINE IL	12/01/2016
216428	2200078566	10/27/2016	USD	350.00	GUARDIANO, GARY CHINO HILLS CA	11/07/2016
216429	2200078543	10/27/2016	USD	1,938.03	HACH COMPANY CHICAGO IL	11/01/2016
216430	2200078577	10/27/2016	USD	864.12	HALL, JASMIN CHINO HILLS CA	11/02/2016
216431	2200078463	10/27/2016	USD	4,155.69	HARRINGTON INDUSTRIAL PLASTIC CHINO CA	11/01/2016
216432	2200078499	10/27/2016	USD	1,393.84	HAWTHORNE LIFT SYSTEMS PHOENIX AZ	11/03/2016
216433	2200078565	10/27/2016	USD	469.46	HOBBS, DIANA APPLE VALLEY CA	11/02/2016
216434	2200078469	10/27/2016	USD	197.37	HOME DEPOT CREDIT SERVICES DES MOINES IA	11/04/2016
216435	2200078563	10/27/2016	USD	469.46	HORNE, WILLIAM YUCCA VALLEY CA	11/02/2016
216436	2200078574	10/27/2016	USD	79.00	HUBER, JENNIFER CHINO HILLS CA	11/08/2016
216437	2200078551	10/27/2016	USD	2,084.91	IMPERIAL SPRINKLER SUPPLY ANAHEIM CA	11/07/2016
216438	2200078561	10/27/2016	USD	67,641.88	INLAND BIOENERGY LLC FONTANA CA	11/08/2016
216439	2200078470	10/27/2016	USD	467.00	INLAND VALLEY DAILY BULLETIN COVINA CA	11/01/2016
216440	2200078480	10/27/2016	USD	1,105.42	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	11/01/2016
216441	2200078573	10/27/2016	USD	350.00	JONES, LONDON CHINO HILLS CA	11/07/2016
216442	2200078548	10/27/2016	USD	561,783.23	KEMP BROS CONSTRUCTION INC SANTA FE SPRINGS CA	11/01/2016
216443	2200078533	10/27/2016	USD	156.00	KEN'S MASTER AUTO REPAIR CHINO CA	11/08/2016
216444	2200078568	10/27/2016	USD	44.93	KLING, WANDA CHINO HILLS CA	11/07/2016
216445	2200078554	10/27/2016	USD	3,992.70	LAW OFFICE OF KATHY M GANDARA RANCHO CUCAMONGA CA	11/07/2016
216446	2200078569	10/27/2016	USD	75.30	LEE, RANDY CHINO HILLS CA	11/04/2016
216447	2200078528	10/27/2016	USD	100.00	LOS ANGELES WORLD AIRPORTS ONTARIO CA	
216448	2200078575	10/27/2016	USD	90.00	MALKANI, SURESH CHINO HILLS CA	11/07/2016
216449	2200078548	10/27/2016	USD	726.96	MANAGED MOBILE INC PLACENTIA CA	12/01/2016
216450	2200078527	10/27/2016	USD	1,627.03	MARS ENVIRONMENTAL INC ANAHEIM CA	11/07/2016
216451	2200078502	10/27/2016	USD	92.81	MCMASTER-CARR SUPPLY CO CHICAGO IL	11/01/2016
216452	2200078525	10/27/2016	USD	12,435.50	MEYERS NAVE OAKLAND CA	11/01/2016
216453	2200078539	10/27/2016	USD	1,506.00	MICHAEL J KOLODISNER LAGUNA HILLS CA	
216454	2200078512	10/27/2016	USD	811.00	MIBLE INC PRINCETON NJ	11/02/2016
216455	2200078564	10/27/2016	USD	716.06	MILLER, ELMER L BLUE JAY CA	11/02/2016
216456	2200078487	10/27/2016	USD	3,116.49	MISCO WATER FOOTHILL RANCH CA	11/14/2016
216457	2200078478	10/27/2016	USD	899.08	MISSION REPROGRAPHICS RIVERSIDE CA	11/02/2016
216458	2200078550	10/27/2016	USD	21,141.32	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	10/31/2016
216459	2200078465	10/27/2016	USD	1,563.68	OFFICE DEPOT LOS ANGELES CA	10/31/2016

Bank	CHB	CITIZENS BUSINESS BANK	ONTARIO CA 917610000			
Bank Key	122234149					
Acct number	CHECK	231167641				
Check						
Check number from to	Payment	Print date	Ctry	Amount paid (FC)	Recipient/void reason code	Encs /void
216460	2200078486	10/27/2016	USD	1,200.00	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	
216461	2200078555	10/27/2016	USD	65.27	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	10/31/2016
216462	2200078510	10/27/2016	USD	2,569.63	PANTHER PROTECTION ORANGE CA	11/08/2016
216463	2200078552	10/27/2016	USD	4,945.27	PATCHETTI & ASSOCIATES CARLSBAD CA	11/03/2016
216464	2200078472	10/27/2016	USD	18,504.00	PERKINELMER HEALTH SCIENCES INCHICAGO IL	10/31/2016
216465	2200078493	10/27/2016	USD	508.24	PRIFY CASH EXPENDITURES CHINO CA	11/03/2016
216466	2200078492	10/27/2016	USD	9,097.32	POLYDINE INC ATLANTA GA	11/01/2016
216467	2200078473	10/27/2016	USD	2,865.47	KAMODA TIRE & SERVICE CENTERS HENET CA	11/03/2016
216468	2200078508	10/27/2016	USD	14,120.00	RME ENGINEERING & DESIGN CORONA DEL MAR CA	11/01/2016
216469	2200078474	10/27/2016	USD	7,033.69	ROYAL WHOLESALE ELECTRIC ORANGE CA	11/03/2016
216470	2200078557	10/27/2016	USD	71,404.68	SO CALIF EDISON ROSEMEAD CA	11/01/2016
216471	2200078558	10/27/2016	USD	137.89	SO CALIF GAS MONTEREY PARK CA	11/02/2016
216472	2200078497	10/27/2016	USD	1,361.94	SOLINST CANADA LTD GEORGETOWN ON	11/08/2016
216473	2200078533	10/27/2016	USD	300.00	STAFFING NETWORK LLC CAROL STREAM IL	11/03/2016
216474	2200078495	10/27/2016	USD	540.00	STATE WATER RESOURCES CNTRL BRASACRAMENTO CA	11/04/2016
216475	2200078506	10/27/2016	USD	497.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	10/31/2016
216476	2200078532	10/27/2016	USD	1,078.92	UPS PROTECTION INC ANAHEIM CA	11/02/2016
216477	2200078534	10/27/2016	USD	36.72	URIMAGE RICHMONDTON CA	11/08/2016
216478	2200078476	10/27/2016	USD	1,673.36	WAXIE SANITARY SUPPLY LOS ANGELES CA	11/03/2016
216479	2200078494	10/27/2016	USD	144.00	WESTERN ANALYTICAL LABORATORICHINO CA	10/31/2016
216480	2200078515	10/27/2016	USD	7,351.74	XYLEM DEWATERING SOLUTIONS INCHICAGO IL	11/03/2016
216481	2200078571	10/27/2016	USD	1,673.63	ZIEGHEBRIN, JEFF CHINO HILLS CA	11/08/2016
216482	2200078589	10/27/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	11/02/2016
216483	2200078587	10/27/2016	USD	401.50	CITY EMPLOYERS ASSOCIATES LONG BEACH CA	11/04/2016
216484	2200078583	10/27/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	11/03/2016
216485	2200078598	10/27/2016	USD	248.00	MARIA FRESQUEZ LAS VEGAS NV	11/03/2016
216486	2200078588	10/27/2016	USD	357.50	PATRICK W HUNTER PHELAN CA	11/02/2016
216487	2200078585	10/27/2016	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	11/02/2016
* Payment method Check			USD	3,316,096.50		

Check	Payee / Description		Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 20 9/30/16 Taxes	HR 0047100	44,077.31
	P/R 20 9/30/16 Taxes	HR 0047100	8,326.12
	P/R 20 9/30/16 Taxes	PR 20 9/30/16	3,396.31
	EMPLOYMENT DEVELOPMENT DEPARTMS		55,799.74
Wire	INTERNAL REVENUE SERVICE		
	P/R 20 9/30/16 Taxes	HR 0047100	270,809.50
	P/R 20 9/30/16 Taxes	PR 20 9/30/16	14,924.28
	INTERNAL REVENUE SERVICE	\$	285,733.78
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R DIR 010 10/14 Taxes	HR 0047200	372.02
	EMPLOYMENT DEVELOPMENT DEPARTMS		372.02
Wire	INTERNAL REVENUE SERVICE		
	P/R DIR 010 10/14 Taxes	HR 0047200	2,231.56
	INTERNAL REVENUE SERVICE	\$	2,231.56
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 21 10/14 Taxes	HR 0047200	50,233.09
	P/R 21 10/14 Taxes	HR 0047200	8,426.16
	P/R 21 10/14 Taxes	101416	2,706.09
	P/R 21 10/14 Void Taxes	P/R 21 VOID C	266.12
	EMPLOYMENT DEVELOPMENT DEPARTMS		61,631.46
Wire	INTERNAL REVENUE SERVICE		
	P/R 21 10/14 Taxes	HR 0047200	293,132.61
	P/R 21 10/14 Taxes	101416	10,794.61
	P/R 21 10/14 Void Taxes	P/R 21 VOID C	972.68
	INTERNAL REVENUE SERVICE	\$	304,899.90
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 22 10/28 Taxes	HR 0047300	48,124.92
	P/R 22 10/28 Taxes	HR 0047300	7,772.42
	EMPLOYMENT DEVELOPMENT DEPARTMS		55,897.34
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 22 10/28 Taxes - 9/30 Void Check	P/R 22 VOID C	266.12
	P/R 22 10/28 Taxes	102816	2,653.23
	EMPLOYMENT DEVELOPMENT DEPARTMS		2,387.11
Wire	INTERNAL REVENUE SERVICE		
	P/R 22 10/28 Taxes	HR 0047300	282,551.69
	INTERNAL REVENUE SERVICE	\$	282,551.69
Wire	INTERNAL REVENUE SERVICE		
	P/R 22 10/28 Taxes - 9/30 Void Check	P/R 22 VOID C	972.68
	P/R 22 10/28 Taxes	102816	10,198.47

Check	Payee / Description	Amount
	INTERNAL REVENUE SERVICE	\$ 9,225.79
Wire	BANK OF AMERICA NT&SA P/R 22 10/28/16 EFT Direct Deposit 102816	705,494.08
	BANK OF AMERICA NT&SA	\$ 705,494.08
Wire	BANK OF AMERICA NT&SA P/R 120 10/3/16 EFT Direct Deposit 100316 P/R 21 10/14/16 EFT Direct Deposit 101416 P/R 10 DIR 10/14/16 EFT Direct Deposit 101416 DIR	2,563.55- 703,872.99 1,476.34
	BANK OF AMERICA NT&SA	\$ 702,785.78
ACH	AQUA BEN CORPORATION DAFT-6,900 Lbs Polymer 748E 34945 RPI-23,000 Lbs Polymer 750A 34946	7,489.26 30,573.07
	AQUA BEN CORPORATION	\$ 38,062.33
ACH	NAPA GENUINE PARTS COMPANY 1 Lip Seal 203107 1 Battery, 1 Core Charge 203106	35.24 144.86
	NAPA GENUINE PARTS COMPANY	\$ 180.10
ACH	ALFA LAVAL INC 5 Turbo Oil Shells 276755248 Field Service—Billing Error 276757525 Field Service—Credit for Billing Error 676750391	5,261.21 68,498.27 71,124.17
	ALFA LAVAL INC	\$ 2,635.31
ACH	OLIN CORP TPI-4,706 Gals Sodium Hypochlorite 2211948	2,682.42
	OLIN CORP	\$ 2,682.42
ACH	GK & ASSOCIATES INC 46-2054-7/16 Prof Svcs 16-052-R 46-2054-7/16 Prof Svcs 16-053-R 46-2054-7/16 Prof Svcs 16-054-R	17,568.00 12,800.00 14,560.00
	GK & ASSOCIATES INC	\$ 44,928.00
ACH	SIEMENS INDUSTRY INC Hydroranger, Transducer 5601102421	2,359.42
	SIEMENS INDUSTRY INC	\$ 2,359.42
ACH	JC LAW FIRM 8/16 General Legal 00062	20,900.00
	JC LAW FIRM	\$ 20,900.00
ACH	SOLAR STAR CALIFORNIA V LLC 8/16 Solar Energy IEUA0094	64,472.82

Check	Payee / Description	Amount
	SOLAR STAR CALIFORNIA V LLC \$	64,472.82
ACH	CHINO BASIN DESALTER AUTHORITY CDA-EN16021.90-IEUA Contrib # 7- Proj C1 RSTRCTD CNTRB	7,131,073.27
	CHINO BASIN DESALTER AUTHORITYS	7,131,073.27
ACH	US BANK - PAYMENT PLUS Testing ACH Payments	1.00
	US BANK - PAYMENT PLUS \$	1.00
ACH	AQUA BEN CORPORATION RP1-20,700 Lbs Polymer 750A 34967	27,515.76
	DAFT-6,900 Lbs Polymer 748E 34966	7,489.26
	AQUA BEN CORPORATION \$	35,005.02
ACH	HASCO OIL COMPANY, INC. RP5-Mobil SHC 630, Mobil Grease XHP 222 0204507-IN	4,433.25
	RP5-Mobil Delvac 1300 Super, Mobilgear 60 0204553-IN	3,370.87
	HASCO OIL COMPANY, INC. \$	7,804.12
ACH	SANTA ANA WATERSHED August 2016 Truck Discharge 8911	2,249.79
	SANTA ANA WATERSHED \$	2,249.79
ACH	AGRICULTURAL RESOURCES 11/16 Wtr Quality Consult 11/16 WTR QLT	6,000.00
	AGRICULTURAL RESOURCES \$	6,000.00
ACH	ALFA LAVAL INC Uppr Belt, Lower Belt 276041558	4,211.41
	1 Bottom Belt 276049629	2,164.18
	ALFA LAVAL INC \$	6,375.59
ACH	INLAND EMPIRE REGIONAL 9/16 Biosolids 90018863	263,708.50
	INLAND EMPIRE REGIONAL \$	263,708.50
ACH	PEST OPTIONS INC August 2016 Weed Abatement Services 263534	2,920.48
	PEST OPTIONS INC \$	2,920.48
ACH	OLIN CORP TP1-4,998 Gals Sodium Hypochlorite 2223469	2,848.86
	TP1-4,940 Gals Sodium Hypochlorite 2222401	2,815.80
	CCWRP-4,984 Gals Sodium Hypochlorite 2220273	2,840.88
	TP1-4,936 Gals Sodium Hypochlorite 2220272	2,813.52
	TP1-4,958 Gals Sodium Hypochlorite 2221622	2,826.06
	RP5-4,990 Gals Sodium Hypochlorite 2221621	2,844.30
	CCWRP-2,990 Gals Sodium Hypochlorite 2222961	1,704.30
	RP4-2,998 Gals Sodium Hypochlorite 2221620	1,708.86

Check	Payee / Description		Amount
	TP1-4,962 Gals Sodium Hypochlorite	2222962	2,828.34
	TP1-4,970 Gals Sodium Hypochlorite	2220938	2,832.90
	TP1-4,646 Gals Sodium Hypochlorite	2222963	2,648.22
	TP1-4,962 Gals Sodium Hypochlorite	2217475	2,828.34
	RP4-2,508 Gals Sodium Hypochlorite	2222400	1,429.56
	RP4-1,988 Gals Sodium Hypochlorite	2222964	1,133.16
	TP1-4,908 Gals Sodium Hypochlorite	2219579	2,797.56
	CCWRP-4,984 Gals Sodium Hypochlorite	2223899	2,840.88
	CCWRP-3,038 Gals Sodium Hypochlorite	2217476	1,731.66
	RP5-4,952 Gals Sodium Hypochlorite	2217477	2,822.64
	TP1-4,766 Gals Sodium Hypochlorite	2218114	2,716.62
	TP1-4,926 Gals Sodium Hypochlorite	2217478	2,807.82
	RP4-2,510 Gals Sodium Hypochlorite	2218113	1,430.70
	CCWRP-4,520 Gals Sodium Hypochlorite	2218663	2,576.40
	TP1-4,640 Gals Sodium Hypochlorite	2219264	2,644.80
	TP1-4,968 Gals Sodium Hypochlorite	2223339	2,831.76
	OLIN CORP	\$	59,303.94
ACH	JC LAW FIRM		
	8/16 IEUA vs Martin	00067	2,070.00
	3/16 IEUA vs PM	00058	510.00
	JC LAW FIRM	\$	2,580.00
ACH	SHELL ENERGY NORTH AMERICA LP		
	8/16 Gas Commodity-Non Core	2826905	36.58
	8/16 Gas Comdty-Core, 6/16 Adj	1100002880308	554.17
	SHELL ENERGY NORTH AMERICA LP	\$	517.59
ACH	ICMA RETIREMENT TRUST 457		
	P/R 21 10/14 Deferred Comp	101416	200.00
	P/R 21 10/14 Deferred Comp	HR 0047200	9,320.73
	ICMA RETIREMENT TRUST 457	\$	9,520.73
ACH	LINCOLN NATIONAL LIFE INS CO		
	P/R 21 10/14 Deferred Comp Ded	HR 0047200	19,857.83
	P/R 21 10/14 Deferred Comp	101416	2,057.84
	LINCOLN NATIONAL LIFE INS CO	\$	21,915.67
ACH	ICMA RETIREMENT TRUST 401		
	P/R 21 10/14 Exec Deferred Comp	HR 0047200	5,464.67
	P/R 21 10/14 Exec Deferred Comp	101416	2,513.26
	ICMA RETIREMENT TRUST 401	\$	7,977.93
ACH	IEUA EMPLOYEES' ASSOCIATION		
	P/R 21 10/14 Employee Deduction	101416	9.00
	IEUA EMPLOYEES' ASSOCIATION	\$	9.00
ACH	IEUA EMPLOYEES' ASSOCIATION		
	P/R DIR 010 10/14 Employee Ded	HR 0047200	12.00
	P/R 21 10/14 Employee Ded	HR 0047200	186.00
	IEUA EMPLOYEES' ASSOCIATION	\$	198.00

Check	Payee / Description	Amount
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 21 10/14 Employee Ded 191416	15.00
	IEUA SUPERVISORS UNION ASSOCIAS	15.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 21 10/14 Employee Ded HR 0047200	345.00
	IEUA SUPERVISORS UNION ASSOCIAS	345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 21 10/14 Employee Ded 101416	12.50
	IEUA GENERAL EMPLOYEES ASSOCIAS	12.50
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 21 10/14 Employee Ded HR 0047200	1,119.10
	IEUA GENERAL EMPLOYEES ASSOCIAS	1,119.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 21 10/14 Employee Ded 101416	10.00
	P/R 21 10/14 Employee Ded HR 0047200	460.00
	IEUA PROFESSIONAL EMPLOYEES ASS	470.00
ACH	DISCOVERY BENEFITS INC P/R 21 10/14 Cafeteria Plan 101416	168.75
	DISCOVERY BENEFITS INC \$	168.75
ACH	DISCOVERY BENEFITS INC P/R 21 10/14 Cafeteria Plan HR 0047200	2,832.73
	DISCOVERY BENEFITS INC \$	2,832.73
ACH	DISCOVERY BENEFITS INC P/R 19 & 20 September Admin Fees 0000688263-IN	156.75
	DISCOVERY BENEFITS INC \$	156.75
ACH	AQUA BEN CORPORATION RP2-18,400 Lbs Polymer 748E 35029	19,971.36
	RP1-20,700 Lbs Polymer 750A 34985	27,515.76
	DAFT-6,900 Lbs Polymer 748E 34984	7,489.26
	AQUA BEN CORPORATION \$	54,976.38
ACH	LASER LINE Inv-Toner Cartridges 29040	1,158.37
	LASER LINE \$	1,158.37
ACH	OLIN CORP RP4-2,030 Gals Sodium Hypochlorite 2226168	1,157.10
	RP4-2,004 Gals Sodium Hypochlorite 2223900	1,142.28
	RP5-5,000 Gals Sodium Hypochlorite 2223901	2,850.00
	TP1-4,876 Gals Sodium Hypochlorite 2225263	2,779.32

Check	Payee / Description	Amount
	CCWRP-4,982 Gals Sodium Hypochlorite 2225857	2,839.74
	TP1-4,930 Gals Sodium Hypochlorite 2225858	2,810.10
	TP1-4,944 Gals Sodium Hypochlorite 2226167	2,818.08
	TP1-4,994 Gals Sodium Hypochlorite 2226864	2,846.58
	TP1-4,942 Gals Sodium Hypochlorite 2226326	2,816.94
	RP1-2,976 Gals Sodium Hypochlorite 2226169	1,696.32
	OLIN CORP \$	23,756.46
ACH	STONE, SHAUN Reim-12/14/16 Lunch Meeting With Managem 12/14/15 LUNC	75.03
	STONE, SHAUN \$	75.03
ACH	UNIVAR USA INC RP1-13,158 Lbs Sodium Bisulfite 1A272415	2,847.78
	PradOLS-12,944 Lbs Sodium Bisulfite 1A275977	2,801.40
	UNIVAR USA INC \$	5,649.18
ACH	OLIN CORP RP5-4,944 Gals Sodium Hypochlorite 2228107	2,818.08
	TP1-4,958 Gals Sodium Hypochlorite 2230147	2,826.06
	RP4-2,014 Gals Sodium Hypochlorite 2228108	1,147.98
	RP4-2,002 Gals Sodium Hypochlorite 2230148	1,141.14
	TP1-4,888 Gals Sodium Hypochlorite 2228109	2,786.16
	TP1-4,952 Gals Sodium Hypochlorite 2227521	2,822.64
	TP1-4,820 Gals Sodium Hypochlorite 2228740	2,747.40
	TP1-4,910 Gals Sodium Hypochlorite 2229283	2,798.70
	TP1-4,956 Gals Sodium Hypochlorite 2229547	2,824.92
	TP1-5,008 Gals Sodium Hypochlorite 2229714	2,854.56
	OLIN CORP \$	24,767.64
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem HEALTH PREM	469.46
	ESTRADA, JIMMIE J \$	469.46
ACH	LICHTI, ALICE Reim Monthly Health Prem HEALTH PREM	172.23
	LICHTI, ALICE \$	172.23
ACH	MORASSE, EDNA Reim Monthly Health Prem HEALTH PREM	172.23
	MORASSE, EDNA \$	172.23
ACH	NOWAK, THEO T Reim Monthly Health Prem HEALTH PREM	469.46
	NOWAK, THEO T \$	469.46
ACH	SONNENBURG, ILSE Reim Monthly Health Prem HEALTH PREM	172.23
	SONNENBURG, ILSE \$	172.23

Check	Payee / Description	Amount
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 172.23
	DYKSTRA, BETTY	\$ 172.23
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 469.46
	TORRES, ROBERT G	\$ 469.46
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 172.23
	MUELLER, CAROLYN	\$ 172.23
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 172.23
	GRIFFIN, GEORGE	\$ 172.23
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 172.23
	CANADA, ANGELA	\$ 172.23
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 172.23
	CUPERSMITH, LEIZAR	\$ 172.23
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM 297.23
	DELGADO-ORAMAS JR, JOSE	\$ 297.23
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM 148.62
	GRANGER, BRANDON	\$ 148.62
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM 148.62
	GADDY, CHARLES L	\$ 148.62
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 23.62
	BAKER, CHRIS	\$ 23.62
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 125.00
	WEBB, DANNY C	\$ 125.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 148.62
	HUMPHREYS, DEBORAH E	\$ 148.62

Check	Payee / Description	Amount
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 148.62
	MOUAT, FREDERICK W	\$ 148.62
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 125.00
	MORGAN, GARTH W	\$ 125.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 23.62
	ALLINGHAM, JACK	\$ 23.62
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 451.14
	MAZUR, JOHN	\$ 451.14
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 23.62
	RUDDER, LARRY	\$ 23.62
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM 125.00
	INTERLICCHIA, RANDY	\$ 125.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 125.00
	HAMILTON, MARIA	\$ 125.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 172.23
	PICENO, TONY	\$ 172.23
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 23.62
	RAMOS, CAROL	\$ 23.62
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 125.00
	FISHER, JAY	\$ 125.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 23.62
	KING, PATRICK	\$ 23.62
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 23.62

Check	Payee / Description	Amount
	HOWARD, ROBERT JAMES	\$ 23.62
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 125.00
	DIETZ, JUDY	\$ 125.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 148.62
	DAVIS, GEORGE	\$ 148.62
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 23.62
	MONZAVI, TAGHI	\$ 23.62
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 172.23
	PETERSEN, KENNETH	\$ 172.23
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 172.23
	TRAUTERMAN, HELEN	\$ 172.23
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 841.06
	TIEGS, KATHLEEN	\$ 841.06
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 777.28
	DIGGS, GEORGE	\$ 777.28
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 469.46
	HAYES, KENNETH	\$ 469.46
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 148.62
	HUNTON, STEVE	\$ 148.62
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 148.62
	RODRIGUEZ, LOUIS	\$ 148.62
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 543.83
	VARBEL, VAN	\$ 543.83
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 418.83

Check	Payee / Description	Amount
	CLIFTON, NEIL	\$ 418.83
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 125.00
	DELGADO, FRANCOIS	\$ 125.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 543.83
	WELLMAN, JOHN THOMAS	\$ 543.83
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 23.62
	SPEARS, SUSAN	\$ 23.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 172.23
	TROXEL, WYATT	\$ 172.23
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 451.14
	CORLEY, WILLIAM	\$ 451.14
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 340.15
	CALLAHAN, CHARLES	\$ 340.15
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 172.23
	LESNIAKOWSKI, NORBERT	\$ 172.23
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 465.15
	VER STEEG, ALLEN J	\$ 465.15
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 420.53
	HACKNEY, GARY	\$ 420.53
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 23.62
	CAREL, LARRY	\$ 23.62
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 326.14
	TOL, HAROLD	\$ 326.14
ACH	BANKSTON, GARY	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	480.05
	BANKSTON, GARY	\$ 480.05
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 125.00
	ATWATER, RICHARD	\$ 125.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 451.14
	FIESTA, PATRICIA	\$ 451.14
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 902.28
	DIGGS, JANET	\$ 902.28
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 146.92
	CARAZA, TERESA	\$ 146.92
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 469.46
	ANDERSON, JOHN	\$ 469.46
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 706.98
	SANTA CRUZ, JACQUELYN	\$ 706.98
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 23.62
	HECK, ROSELYN	\$ 23.62
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 297.23
	SOPICKI, LEO	\$ 297.23
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 369.79
	HERNANDEZ, BENJAMIN	\$ 369.79
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 125.00
	GOSE, ROSEMARY	\$ 125.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 125.00
	KEHL, BARRETT	\$ 125.00

Check	Payee / Description	Amount
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 125.00
	RITCHIE, JANN	\$ 125.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 418.83
	LONG, ROCKWELL DEE	\$ 418.83
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 125.00
	FATTAHI, MIR	\$ 125.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 297.23
	VERGARA, FLORENTINO	\$ 297.23
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 172.23
	WARMAN, RALPH	\$ 172.23
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 172.23
	ROGERS, SHIRLEY	\$ 172.23
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 271.92
	WALL, DAVID	\$ 271.92
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 148.62
	CHUNG, MICHAEL	\$ 148.62
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 172.23
	ADAMS, PAMELA	\$ 172.23
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 962.66
	BLASINGAME, MARY	\$ 962.66
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 23.62
	ANDERSON, KENNETH	\$ 23.62
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 23.62
	MOE, JAMES	\$ 23.62

Check	Payee / Description	Amount
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 706.98
	POLACEK, KEVIN	\$ 706.98
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 271.92
	ELROD, SONDR	\$ 271.92
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 177.53
	FRAZIER, JACK	\$ 177.53
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 125.00
	HOAK, JAMES	\$ 125.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 146.92
	DEZHAM, PARIVASH	\$ 146.92
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 146.92
	FOLEY III, DANIEL J.	\$ 146.92
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 125.00
	CLEVELAND, JAMES	\$ 125.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 845.41
	LANGNER, CAMERON	\$ 845.41
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 146.92
	HAMILTON, LEANNE	\$ 146.92
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 125.00
	HOOSHMAND, RAY	\$ 125.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 125.00
	SCHLAPKOHL, JACK	\$ 125.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 177.53

Check	Payee / Description	Amount
	POOLE, PHILLIP	\$ 177.53
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 148.62
	ADAMS, BARBARA	\$ 148.62
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 458.68
	RUESCH, GENECE	\$ 458.68
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 480.05
	VANDERPOOL, LARRY	\$ 480.05
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 543.83
	AMBROSE, JEFFREY	\$ 543.83
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 271.92
	MERRILL, DIANE	\$ 271.92
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 613.76
	HOUSER, ROD	\$ 613.76
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 146.92
	RUSSO, VICKI	\$ 146.92
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM 418.83
	HUSS, KERRY	\$ 418.83
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM 581.98
	BINGHAM, GREGG	\$ 581.98
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 125.00
	CHARLES, DAVID	\$ 125.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 125.00
	YEBOAH, ERNEST	\$ 125.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 418.83

Check	Payee / Description	Amount
	ALVARADO, ROSEMARY	\$ 418.83
ACH	ICMA RETIREMENT TRUST 457	
	P/R 22 10/28 Deferred Comp Ded HR 0047300	12,911.31
	P/R 22 10/28 Deferred Comp Ded 102816	200.00
	ICMA RETIREMENT TRUST 457	\$ 13,111.31
ACH	LINCOLN NATIONAL LIFE INS CO	
	P/R 22 10/28 Deferred Comp Ded HR 0047300	19,867.12
	P/R 22 10/28 Deferred Comp Ded 102816	2,057.84
	LINCOLN NATIONAL LIFE INS CO	\$ 21,924.96
ACH	ICMA RETIREMENT TRUST 401	
	P/R 22 10/28 Exec Deferred Comp 102816	2,513.26
	P/R 22 10/28 Exec Deferred Comp HR 0047300	5,658.34
	ICMA RETIREMENT TRUST 401	\$ 8,171.60
ACH	AQUA BEN CORPORATION	
	RP1-23,000 Lbs Polymer 750A 35011	30,573.07
	AQUA BEN CORPORATION	\$ 30,573.07
ACH	HASCO OIL COMPANY, INC.	
	RP5-Mobil Delvac 1300 Super 15W40 0204881-IN	2,679.33
	HASCO OIL COMPANY, INC.	\$ 2,679.33
ACH	NAPA GENUINE PARTS COMPANY	
	Wheel Charger 203720	247.32
	Service Jack, Vehicle Stands 204401	339.11
	NAPA GENUINE PARTS COMPANY	\$ 586.43
ACH	SANTA ANA WATERSHED	
	August 2016 Service 8922	160,353.06
	SANTA ANA WATERSHED	\$ 160,353.06
ACH	MARK IV COMMUNICATIONS INC	
	HQA/E-Clean TV Cables, Install Loom 21240	1,928.60
	Remove Cables, Extend Copy Room Voice Cab 21229	979.00
	MARK IV COMMUNICATIONS INC	\$ 2,907.60
ACH	GENESIS CONSTRUCTION	
	EN16019-08-8/15-9/30 RP1 Pipe Replacemen 16-584-101-1	65,777.00
	EN16019-08-8/15-9/30 RP1 Pipe Replacemen 16584101 T&M	1,200.96
	GENESIS CONSTRUCTION	\$ 66,977.96
ACH	THATCHER COMPANY OF CALIFORNIA	
	TP1-45,760 Lbs Aluminum Sulfate 241734	4,042.06
	CCWRP-44,580 Lbs Aluminum Sulfate 241784	3,918.59
	TP1-44,320 Lbs Aluminum Sulfate 241763	3,910.09

Check	Payee / Description	Amount
	THATCHER COMPANY OF CALIFORNIA	11,870.74
ACH	ALFA LAVAL INC Foot, Spacer, Fittings Dismount 276757368	2,496.65
	ALFA LAVAL INC \$	2,496.65
ACH	SUNGARD AVAILABILITY SERVICES 7/16 Disaster Recovery Overage 120147614	75.00
	SUNGARD AVAILABILITY SERVICES \$	75.00
ACH	OLIN CORP TP1-5,012 Gals Sodium Hypochlorite 2232794	2,856.84
	RPS-4,270 Gals Sodium Hypochlorite 2230816	2,775.90
	TP1-4,772 Gals Sodium Hypochlorite 2230815	2,720.04
	TP1-4,964 Gals Sodium Hypochlorite 2231973	2,829.48
	TP1-4,912 Gals Sodium Hypochlorite 2231974	2,799.84
	TP1-4,962 Gals Sodium Hypochlorite 2232536	2,828.34
	CCWRP-3,000 Gals Sodium Hypochlorite 2230814	1,710.00
	CCWRP-2,996 Gals Sodium Hypochlorite 2232537	1,707.72
	RB4-2,492 Gals Sodium Hypochlorite 2232538	1,420.44
	TP1-4,908 Gals Sodium Hypochlorite 2232539	2,797.56
	TP1-4,968 Gals Sodium Hypochlorite 2233381	2,831.76
	RP1-3,010 Gals Sodium Hypochlorite 2232793	1,715.70
	TP1-4,968 Gals Sodium Hypochlorite 2232942	2,831.76
	OLIN CORP \$	31,825.38
ACH	GK & ASSOCIATES INC 46-2054-8/16 Prof Svcs 16-059	16,744.00
	46-2054-8/16 Prof Svcs 16-057	20,496.00
	46-2054-8/16 Prof Svcs 16-058	14,080.00
	GK & ASSOCIATES INC \$	51,320.00
ACH	YORK RISK SERVICES GROUP INC 10/16-12/16 W/C Adm Fee - 4Q16 500015107	4,488.75
	YORK RISK SERVICES GROUP INC \$	4,488.75
ACH	EVOQUA WATER TECHNOLOGIES LLC 10/1-12/31/2016 DI Tank Rental 902817041	99.29
	EVOQUA WATER TECHNOLOGIES LLC \$	99.29
ACH	SHELL ENERGY NORTH AMERICA LP CCWRP/TP/RWPS-9/1-9/30 14950 Tlphn 6/1-6 2046 9/16 37,707.01 RP1-9/1-9/30 2450 Phila St 6/1-6/30 Adj 2042 9/16 122,560.31 RP2/RPS-9/1-9/30 16400 El Prado Rd 6/1-6 2044 9/16 6,672.41	166,939.73
	SHELL ENERGY NORTH AMERICA LP \$	166,939.73
ACH	STONE, SHAUN Stone,S-ExpRpt-9/23/16 RMPU/Lower Day Mt 9/23/16 RMPU	36.44
	STONE, SHAUN \$	36.44
ACH	IEUA EMPLOYERS' ASSOCIATION	

Check	Payee / Description		Amount
	P/R 22 10/28 Employee Ded	102816	9.00
	P/R 22 10/28 Employee Ded	HR 0047300	186.00
	IEUA EMPLOYEES' ASSOCIATION \$		195.00
ACH	IEUA SUPERVISORS UNION ASSOCIA		
	P/R 22 10/28 Employee Ded	102816	30.00
	P/R 22 10/28 Employee Ded	HR 0047300	345.00
	IEUA SUPERVISORS UNION ASSOCIAS		375.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA		
	P/R 22 10/28 Employee Ded	HR 0047300	1,156.60
	IEUA GENERAL EMPLOYEES ASSOCIAS		1,156.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS		
	P/R 22 10/28 Employee Ded	HR 0047300	460.00
	P/R 22 10/28 Employee Ded	102816	10.00
	IEUA PROFESSIONAL EMPLOYEES ASS		470.00
ACH	DISCOVERY BENEFITS INC		
	P/R 22 10/28 Cafeteria Plan	HR 0047300	2,832.73
	P/R 22 10/28 Cafeteria Plan	102816	168.75
	DISCOVERY BENEFITS INC \$		3,001.48
Wire	STATE DISBURSEMENT UNIT		
	P/R 20 9/30/16	HR 0047100	1,145.06
	P/R 20 9/30/16	HR 0047100	198.00
	STATE DISBURSEMENT UNIT \$		1,343.06
Wire	PUBLIC EMPLOYEES RETIREMENT SY		
	P/R 20 9/30/16 PERS	PR 20 9/30/16	19,761.24
	P/R 20 9/30/16 PERS	HR 0047100	259,688.65
	PUBLIC EMPLOYEES RETIREMENT SYS		279,449.89
Wire	PUBLIC EMPLOYEES' RETIREMENT S		
	10/16 Health Ins-Retirees, Board, Employee 2121 10/16		239,114.18
	PUBLIC EMPLOYEES' RETIREMENT SS		239,114.18
Wire	PUBLIC EMPLOYEE'S RETIREMENT S		
	P/R 21 10/14 Deferred Comp Ded	101416	568.08
	PUBLIC EMPLOYEE'S RETIREMENT SS		568.08
Wire	PUBLIC EMPLOYEE'S RETIREMENT S		
	P/R 21 10/14 Deferred Comp Ded	HR 0047200	14,984.58
	PUBLIC EMPLOYEE'S RETIREMENT SS		14,984.58
Wire	STATE DISBURSEMENT UNIT		
	P/R 21 10/14	HR 0047200	1,145.06
	P/R 21 10/14	HR 0047200	198.00

Check	Payee / Description	Amount
	STATE DISBURSEMENT UNIT	\$ 1,343.06
Wire	STATE BOARD OF EQUALIZATION 9/16 Sales Tax Deposit	23784561 9/16 6,690.00
	STATE BOARD OF EQUALIZATION	\$ 6,690.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 21 10/14 PERS	HR 0047200 254,553.64
	P/R 21 10/14 PERS	101416 16,605.39
	PUBLIC EMPLOYEES RETIREMENT SY\$	271,159.03
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 22 10/28 Deferred Comp Ded	102816 568.08
	P/R 22 10/28 Deferred Comp Ded	HR 0047300 14,797.05
	PUBLIC EMPLOYEE'S RETIREMENT S\$	15,365.13
Wire	METROPOLITAN WATER DISTRICT August 2016 Water Purchase	8782 1,988,241.80
	METROPOLITAN WATER DISTRICT	\$ 1,988,241.80

Grand Total Payment Amount: \$ 13,744,498.63

Non-Board Member	Qtr 1	Qtr 2	Qtr 3	Period 120 Void	Period 21	Period 22	October	Qtr 4	Year-To-Date
PAYROLL COSTS									
GROSS PAYROLL	\$ 7,416,337.82	\$ 8,603,068.42	\$ 8,536,467.07	\$ (3,773.55)	\$ 1,250,042.63	\$ 1,243,750.43	\$ 2,490,019.51	\$ 2,490,019.51	\$ 27,045,892.82
CLAIMS	\$ -	\$ (40.23)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40.23)
DEDUCTIONS	\$ (1,494,901.05)	\$ (1,678,628.87)	\$ (1,769,601.60)	\$ 259.88	\$ (260,050.66)	\$ (264,538.33)	\$ (524,329.11)	\$ (524,329.11)	\$ (5,467,460.63)
TAXES	\$ (1,718,763.91)	\$ (1,991,549.90)	\$ (1,948,761.85)	\$ 950.12	\$ (286,118.98)	\$ (273,718.02)	\$ (558,886.88)	\$ (558,886.88)	\$ (6,217,962.54)
NET PAY TO EE	\$ 4,202,672.86	\$ 4,932,849.42	\$ 4,818,103.62	\$ (2,563.55)	\$ 703,872.99	\$ 705,494.08	\$ 1,406,803.52	\$ 1,406,803.52	\$ 15,360,429.42
ER CONTRIBUTIONS									
TAXES	\$ 512,330.05	\$ 596,217.34	\$ 577,716.40	\$ (288.68)	\$ 80,412.38	\$ 77,582.71	\$ 157,706.41	\$ 157,706.41	\$ 1,843,970.20
LIFE INSURANCE	\$ 8,479.46	\$ 11,582.77	\$ 8,895.47	\$ -	\$ 1,482.02	\$ 1,492.02	\$ 2,974.04	\$ 2,974.04	\$ 31,931.74
CALPERS ER (subsidy)	\$ 119,469.99	\$ 174,992.48	\$ 66,537.27	\$ -	\$ 7,835.44	\$ 7,852.02	\$ 15,687.46	\$ 15,687.46	\$ 376,687.20
PERS ER MATCH	\$ 1,058,608.85	\$ 1,245,490.18	\$ 1,321,539.14	\$ (696.18)	\$ 188,580.82	\$ 191,424.37	\$ 379,309.01	\$ 379,309.01	\$ 4,004,947.18
RETRO PERS (subsidy & Match)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ER CONTRIBUTIONS	\$ 1,698,888.35	\$ 2,028,282.77	\$ 1,974,688.28	\$ (984.86)	\$ 278,310.66	\$ 278,351.12	\$ 555,676.92	\$ 555,676.92	\$ 6,257,536.32
TOTAL AGENCY PAYROLL	\$ 9,115,226.17	\$ 10,631,351.19	\$ 10,511,155.35	\$ (4,758.41)	\$ 1,528,353.29	\$ 1,522,101.55	\$ 3,045,696.43	\$ 3,045,696.43	\$ 33,303,429.14
Number of Employees Processed	1803	2071	2090	1	298	305	604	604	6568

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR OCTOBER 14, 2016

PRESENTED AT BOARD MEETING ON DECEMBER 21, 2016

GROSS PAYROLL COSTS			\$1,246,269.08
DEDUCTIONS			(\$544,959.64)
NET PAYROLL			<u>\$701,309.44</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	351	351
AMOUNT	\$0.00	\$701,309.44	<u>\$701,309.44</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR OCTOBER 14, 2016 PRESENTED AT BOARD MEETING ON DECEMBER 21, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,403.39	\$956.30
TERRY L. CATLIN	\$3,190.25	\$1,032.62
STEVEN J. ELIE	\$3,640.25	\$945.59
JASMIN A. HALL	\$2,422.04	\$1,476.34
PAUL HOFER	\$0.00	\$0.00
TOTALS	\$12,655.93	\$4,410.85

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105753
ENDING CHECK NO.	105755
TOTAL CHECKS PROCESSED	3

IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO

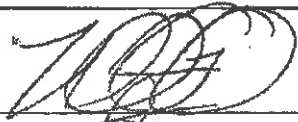
EMPLOYEE NO. 1140


ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-07-16	Board Workshop	Yes	\$225.00
09-08-16	Southern Coalition/Inland Caucus Meeting	Yes	\$225.00
09-14-16	Public Affairs, Legislative & Water Resources Committee	Yes	\$225.00
09-14-16	Engineering, Operations and Biosolids Management Committee	Yes (same day)	\$-0-
09-21-16	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$900.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			4

DIRECTOR SIGNATURE





 Terry Catlin, President, Board of Directors

Approved by:

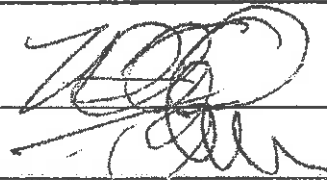
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-06-16	OP&T Committee Telecon Update	Yes	\$225.00
09-12-16	MWD Standing Committee Mtgs	Yes	\$225.00
09-13-16	MWD Standing Committee Meetings and Board Meeting	Yes	\$225.00
09-27-16	MWD other Committee meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$900.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE



Approved by:

Terry Catlin
President, Board of Directors

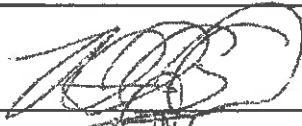
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE (ALTERNATE)**


MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-16	Regional Policy Committee Mtg.	No (Cancelled)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**





Approved by:

Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

TERRY CATLIN
 EMPLOYEE NO. 615
 ACCOUNT NO. 10200 110100 100000 501010


SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-07-16	IEUA Board Workshop	Yes	\$225.00
09-14-16	Audit Committee	Yes	\$225.00
09-14-16	Engineering & Operations Committee	Yes (same day)	\$-0-
09-21-16	Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$675.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			3

**DIRECTOR
SIGNATURE**



Approved by:



 Steven J. Elie
 Secretary/Treasurer, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION**

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-06-16	SAWPA Commission Workshop	Yes	\$225.00
09-20-16	SAWPA Commission Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$450.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$197.82 (eff. 2/16/16))			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR SIGNATURE 

Approved by: 
Steven J. Elie
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$197.82 (eff. 2/16/16) per meeting directly to the Agency.

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE**


TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

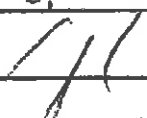
DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-16	Regional Policy Committee Mtg.	Yes (same day)	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings	\$-0-
Total No. of Meetings Attended	1
Total No. of Meetings Paid	0

**DIRECTOR
SIGNATURE**



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors


**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-16	CDA Special Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$225.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			1

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

*Chino Desalter Authority will pay \$150.00 per meeting directly to the Agency.

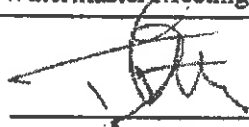
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)**

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-15-16	CBWM Advisory Cmte. Meeting	No	\$-0-
09-22-16	CBWM Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

*Decline IEUA payment portion.

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

STEVEN J. ELIE
EMPLOYEE NO. 1175
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-09-16	Lunch mtg. w/CBWM GM P. Kavounas	Yes	\$-0-
09-13-16	CBWM Workshop – Committee and Board Roles and Responsibilities	Yes (same day)	\$-0-
09-15-16	CBWM Advisory Committee	No	\$-0-
09-19-16	CBWM Board Agenda Review Meeting	Yes	\$-0-
09-21-16	CBWM telecom Mtg. to discuss tentative ruling	Yes (same day)	\$-0-
09-22-16	CBWM Board Meeting	Yes (same day)	\$-0-
09-27-16	Telecon meeting w/S. Slater	Yes	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings	\$-0-
Total No. of Watermaster Meetings Attended	6 ✓
Total No. of Watermaster Meetings Paid	0 ✓

*Decline IEUA portion

DIRECTOR
SIGNATURE _____

Approved by:  _____
Terry Catlin
President, Board of Directors

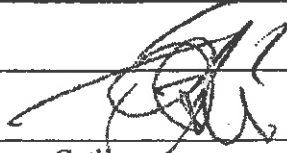
IEUA DIRECTOR PAYSHEET

STEVEN J. ELIE
 EMPLOYEE NO. 1175
 ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-06-16	SCWC Leg. Task Force Telecon Meeting	Yes	\$225.00
09-07-16	IEUA Board Workshop Meeting	Yes	\$225.00
09-12-16	Brkfst. Mtg. w/ P. Rogers, Chino Hills Councilmember	Yes	\$225.00
09-14-16	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
09-14-16	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
09-16-16	Regional Board Mtg. at IRWD, re. clean-up order	Yes	\$225.00
09-21-16	Board meeting	Yes	\$225.00
09-22-16	Chino Valley State of the Fire District	Yes	\$225.00
09-26-16	Lunch meeting w/Curtis Paxton, CDA	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,800.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE



Approved By:

Terry Catlin
President, Board of Directors

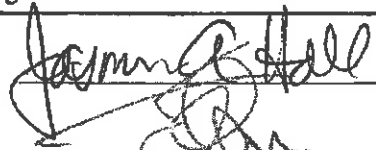
IEUA DIRECTOR PAYSHEET

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-06-16	Bloomington Muni Advisory Committee	Yes	\$225.00
09-07-16	IEUA Board Workshop	Yes	\$225.00
09-13-16	CBWM Workshop – Board and Committee Roles and Responsibilities	Yes	\$225.00
09-14-16	Audit Committee	Yes	\$225.00
09-14-16	E & O Committee	Yes (same day)	\$-0-
09-14-16	Finance, Legal & Admin Committee	Yes (same day)	\$-0-
09-16-16	Senator Liu's – Thank You Reception for SD25	Yes	\$225.00
09-19-16	IEUA Update Mtg w/ C Hays and Councilmember Sandoval	Yes	\$225.00
09-19-16	ASBCSD Dinner Meeting	Yes (same day)	\$-0-
09-21-16	IEUA Board Meeting	Yes	\$225.00
09-21-16	Meeting w/CFO C. Valencia re: Agency Financials	Yes (same day)	\$-0-
09-22-16	CHCC California Nature Resources –Energy Poverty in California	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,800.00
Total No. of Meetings Attended			12
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE



Approved by:



_____ Terry Catlin, President, Board of Directors


**DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)**

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-06-16	SAWPA Commission Workshop	Yes (same day)	\$-0-
09-20-16	SAWPA Commission Meeting	Yes	\$27.18
TOTAL REIMBURSEMENT			\$27.18
Up to 10 days of service per month per Ordinance No. 83,			
Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			1

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY (ALTERNATE)**

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-01-16	CDA Special Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
 Terry Catlin
 President, Board of Directors

IEUA DIRECTOR PAYSHEET

PAUL HOFER
 EMPLOYEE NO. 1349
 ACCOUNT NO. 10200 110100 100000 501010

SEPTEMBER 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
09-07-16	Board Workshop	Yes (waived pymt)	\$-0-
09-14-16	Finance, Legal & Administration Committee	Yes (waived pymt)	\$-0-
09-21-16	Board meeting	Yes (waived pymt)	\$-0-
09-21-16	Meeting w/S. Acosta-Grijalva	Yes (waived pymt)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			4
Total No. of Meetings Paid			0

DIRECTOR
 SIGNATURE

Approved By:



 Terry Catlin
 President, Board of Directors

PAID
 REC.
 DE
 10/1/16

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR OCTOBER 28, 2016

PRESENTED AT BOARD MEETING ON DECEMBER 21, 2016

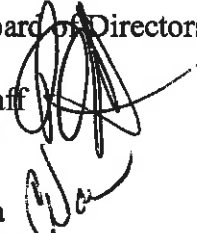
GROSS PAYROLL COSTS			\$1,243,750.43
DEDUCTIONS			(\$538,256.35)
NET PAYROLL			<u>\$705,494.08</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	358	358
AMOUNT	\$0.00	\$705,494.08	<u>\$705,494.08</u>


**CONSENT
CALENDAR
ITEM**


1C

Date: December 21, 2016

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager 

Submitted by: Christina Valencia
Chief Financial Officer/Assistant General Manager 

Warren T. Green
Manager of Contracts 

Subject: Adoption of 2016 IEUA Business Goals

RECOMMENDATION

It is recommended that the Board of Directors review and adopt the 2016 IEUA Business Goals.

BACKGROUND

In early 2016, at the request of the General Manager, staff conducted several workshops with the Agency's Executive and management teams to review the 2013 Business Goals (Goals) adopted by the Board of Directors (Board) in October 2013. During these workshops, the team identified an opportunity to review and modify the Business Goals to provide a more simplified, succinct and clear structure. Numerous review sessions were facilitated, including two Board workshops and presentation to the Regional Technical and Policy committees for review and feedback. Feedback received was incorporated in proposed 2016 Goals.

The most significant modification is a change in the hierarchy structure. Each of the 2013 Goals included a series of Objectives followed by corresponding Recommended Commitments. In most cases, the Goal statement was very detailed and included language repeated in the corresponding Objective and Recommended Commitments. The goal statements in the proposed 2016 Goals has been simplified to provide a more succinct and overarching message. Similarly, the Objectives have also been revised to provide additional clarity, including removal of those Objectives more representative of departmental versus Agency-wide objectives. The following tables summarized the proposed 2016 Business Goals and corresponding Objectives:



Following the adoption of the proposed 2016 Business Goals, staff will begin updating to the Agency's Strategic Plan and departmental goals and objectives to be included in the fiscal years (FYs) 2017/18 and 2018/19 Budget.

PRIOR BOARD ACTION

On October 16, 2013 the Board adopted the 2013 IEUA Business Goals.

IMPACT ON BUDGET

None

2016 IEUA Business Goals



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Business Goal Focus



Fiscal Responsibility

Goal: IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long term needs, while providing the best value for our customers.

OBJECTIVES

▪ **FUNDING & APPROPRIATIONS**

IEUA will fund operations and capital investments by maintaining reasonable service rates and fees that fully support the costs of service.

▪ **BUDGET PLANNING**

IEUA will plan for multi-year budgets and rate requirements in support of maintaining fiscal stability for IEUA and the member agencies.

▪ **RESERVES**

IEUA will maintain fund reserves, which can withstand significant changes to the economy and funding sources.

▪ **CREDIT WORTHINESS**

IEUA will improve its credit rating, with the goal of reinstating the AAA rating, to reduce IEUA's future borrowing costs.

Work Environment

Goal: IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

OBJECTIVES

MISSION, VISION & VALUES

IEUA will adopt Business Goals and Objectives that support and advance the Agency's Mission, Vision and Values, ensuring the highest standard of conduct throughout the Agency by promoting values of leadership, integrity, collaboration, open communication, accountability, and respect for each other.

AGENCY CULTURE

IEUA will foster a collaborative work environment that values communication, innovation and work-life balance, adheres to the Agency's policies and procedures, and respects all aspects of diversity.

TRAINING

IEUA will maintain a highly skilled workforce to meet current and anticipated Agency and industry needs by facilitating and providing opportunities for staff to further their professional development.

STAFF SAFETY

IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices in support of achieving the CalOSHA Star Voluntary Protection Program (CAL/VPP) certification.

Business Practices

Goal: IEUA will be ethical, cost-effective, and apply environmentally sustainable regional planning principles in all aspects of business and public service.

OBJECTIVES

▪ **EFFICIENCY & EFFECTIVENESS**

IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

▪ **CUSTOMER SERVICE**

IEUA will provide outstanding service that supports our member agencies and region in a cost effective, efficient and reliable manner.

▪ **EXTERNAL AFFAIRS & GOVERNMENT RELATIONS**

IEUA will support effective public outreach and education, and advocate for the development of policies, legislation and regulations that benefit the region.

Water Reliability

Goal: IEUA is committed to providing a reliable and cost-effective water supply; and promoting sustainable water use throughout the region.

OBJECTIVES

▪ **WATER USE EFFICIENCY**

IEUA will promote water conservation, education and incentive programs to assist the region.

▪ **WATER SUPPLIES**

IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

▪ **RECYCLED WATER**

IEUA will maximize the use of recycled water to enhance regional water reliability.

▪ **GROUNDWATER RECHARGE**

IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships and development.

Wastewater Management

Goal: IEUA is committed to meeting regional demands in an environmentally responsible and cost effective manner.

OBJECTIVES

▪ **WATER QUALITY**

IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

▪ **ASSET MANAGEMENT**

IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

▪ **ORGANICS MANAGEMENT**

IEUA will manage organics to meet regulatory compliance standards in a fiscally prudent and environmentally sustainable manner.

▪ **ENERGY MANAGEMENT**

IEUA will effectively manage energy resources including renewable energy initiatives and programs to achieve statewide environmental and renewable energy goals, and stabilize future costs.

Environmental Stewardship

Goal: IEUA is committed to enhancing and promoting environmental sustainability and the preservation of the region's heritage.

OBJECTIVES

▪ **REGULATORY COMPLIANCE**

IEUA will comply with all federal, state, local and environmental laws and regulations.

▪ **GOOD NEIGHBOR POLICY**

IEUA will foster positive relationships within the region, and develop and implement projects that minimize impacts to the community and environment.

▪ **ENVIRONMENTAL RESPONSIBILITY**

IEUA will provide regional leadership to implement environmentally sustainable business practices and promote the preservation of the region's cultural and ecological heritage.

▪ **REGIONAL HABITAT MANAGEMENT**

IEUA will promote the preservation of regional habitat and implement the development and use of appropriate mitigation measures on all projects.

Recommendation

It is recommended that the Board of Directors review and adopt the 2016 IEUA Business Goals.

**CONSENT
CALENDAR
ITEM**

1D

Date: December 21, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (12/14/16)

From: P. Joseph Grindstad
General Manager

Submitted by: Randy Lee *RL*
Executive Manager of Operations/Assistant General Manager

Nelson Htoy *RL for NH*
Deputy Manager of Maintenance

Subject: Contract Award for CCWRF Odor Control Bleach and Air Piping Replacement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award Contract No. 4600002127 to E.R. Block Plumbing, Inc. for the Carbon Canyon Water Recycling Facility (CCWRF) odor control bleach and air piping replacement for a firm fixed price of \$119,850; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

In order to adhere to established Agency goal of being good neighbors, significant odors are eliminated with the preliminary and primary treatment processes at a water recycle plant. Odor control systems are typically used to exhaust and treat the foul air to reduce the odors within the plant and surrounding area, and to reduce corrosion of equipment that is accelerated by odorous compounds. South Coast Air Quality Management District (SCAQMD) also established ambient air limit on odor causing compounds at the fence line. The odor control systems at CCWRF are chemical scrubbers that mix atomized bleach with the foul air as it enters a large fiberglass vessel. Odorous compounds are oxidized within the vessel before the air passes through a mist eliminating pad and then discharged to the atmosphere. The three CCWRF odor control systems (one for the headworks, and one for each of the two primary clarifiers) are near the end of their useful life, and will be replaced as part of the CCWRF Asset Management and Improvements Project in about three years.

Contract Award for CCWRF Odor Control Bleach and Air Piping Replacement

December 21, 2016

Page 2 of 2

An evaluation of the systems determined that the foul air blowers, compressed air blowers, ducting, and vessels can perform reliably for three additional years, but the bleach piping and compressed air piping (air for atomizing bleach) need to be replaced to provide reliable performance for the next few years. A design package to replace the bleach and air piping was developed and a competitive solicitation was conducted for construction bids. Thirty-eight prospective bidders were solicited via the Planet Bids system. The lowest responsive bid was received from E.R. Block Plumbing, Inc. and reflected a firm fixed price of \$119,850. The table below summarizes all eight responsive bids that were received:

Company	Price
E.R. Block Plumbing	\$119,850.00
Hemet Manufacturing	\$123,640.00
Humphrey Construction	\$128,000.00
SFM Constructors	\$154,652.40
Coonstruction	\$157,000.00
Ferreira Construction	\$173,900.00
Innovative Engineering	\$196,243.00
Kana Engineering	\$243,123.00

The scope of the service is to provide labor and materials to install approximately 630 linear feet of bleach piping (1.5" CPVC) and air piping (3" stainless steel) from the odor control blower station to the chemical scrubbers at the headworks and primary clarifiers.

Staff recommends that this contract be awarded to E.R. Block Plumbing, Inc. for the firm fixed price of \$119,850.

Completing the CCWRF odor control bleach and air piping replacement is in line with the IEUA Business Goal and Objectives of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands and Environmental Stewardship objective of being a good neighbor in controlling odors at all Agency facilities.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the CCWRF odor control bleach and air piping replacement will be funded from Regional Wastewater Operations and Maintenance (RO) fund, Professional Fees & Services budget for Fiscal Year 2016/17.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

CCWRF Odor Control Bleach and Air Piping Replacement

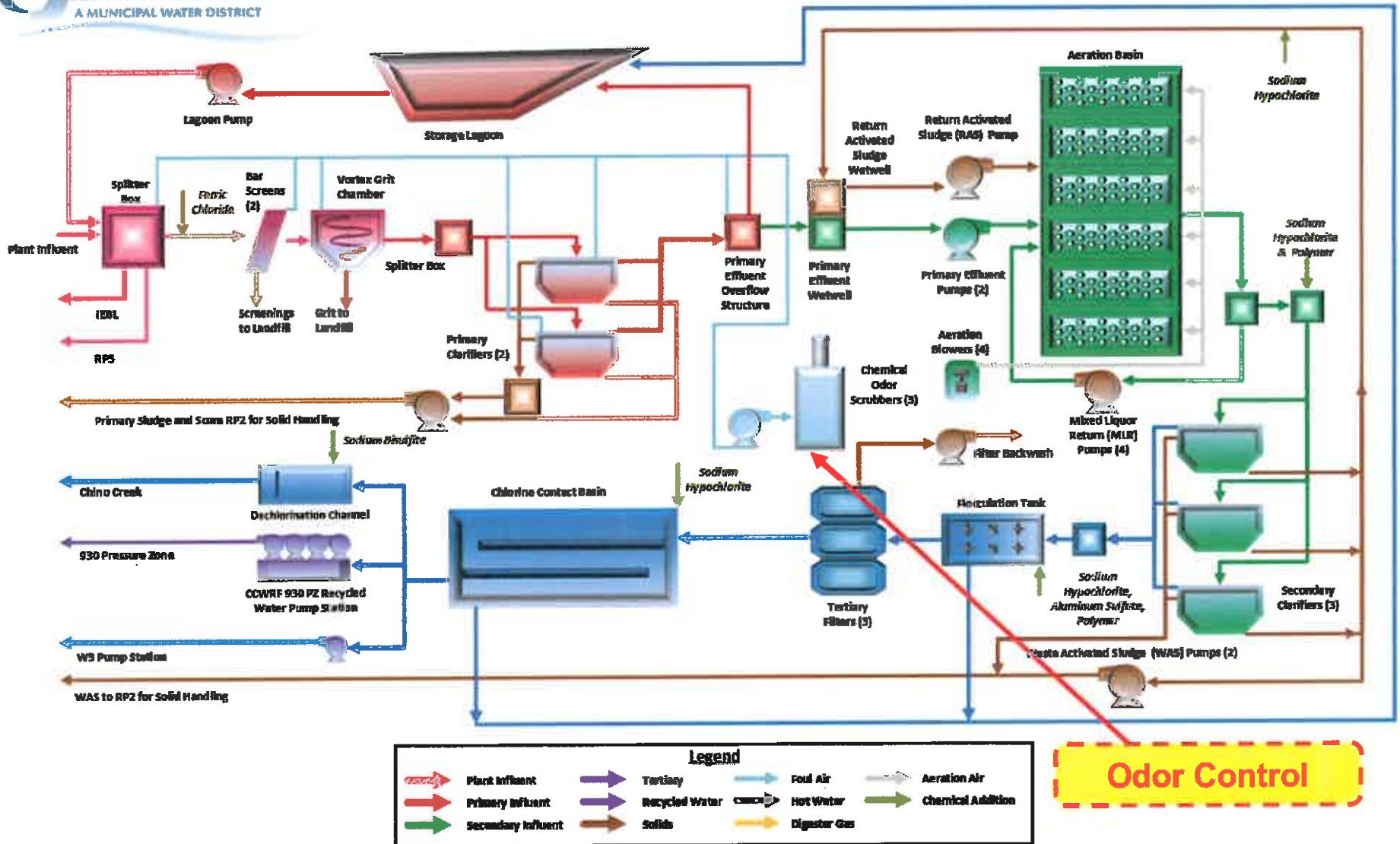
December 2016

Randy Lee
Executive Manager of Operations/AGM
Nelson Htoy
Deputy Manager of Maintenance

CCWRF Plant Schematic



Carbon Canyon Water Recycling Facility



Odor Control

Legend			
	Plant Influent		Tertiary
	Primary Influent		Recycled Water
	Secondary Influent		Foul Air
	Solids		Hot Water
	Digester Gas		Aeration Air
			Chemical Addition

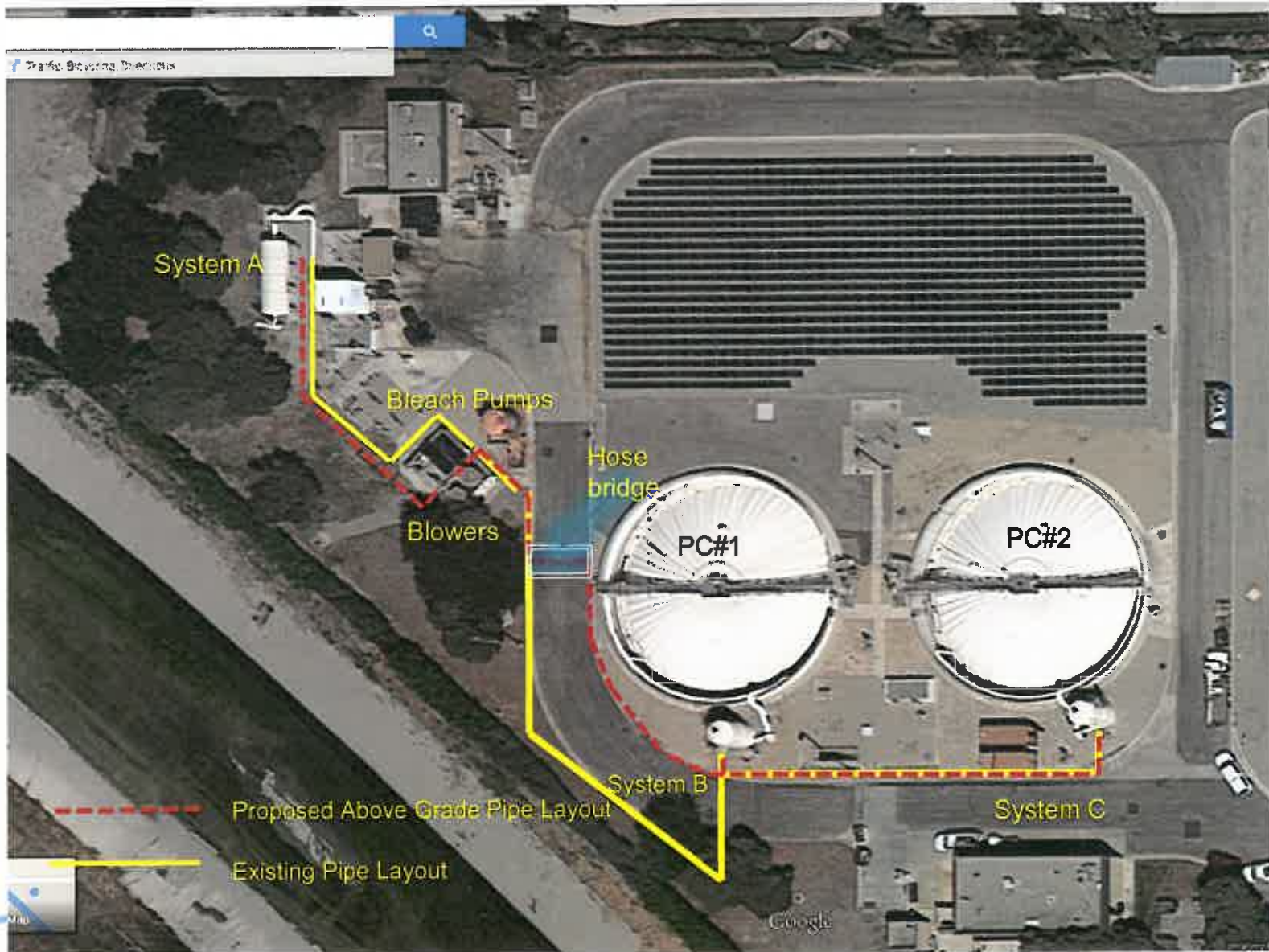
Bleach and Air Piping at Odor Control Vessels



Various Leaks in Bleach and Air Piping



Piping Layout



Recommendation

- **Staff recommends Board approval of a contract with E.R. Block Plumbing, Inc. to construct CCWRF odor control bleach and air piping for a firm fixed price of \$119,850.**

Supports the Agency's business goal of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands and Environmental Stewardship objective of being a good neighbor in controlling odors at all Agency facilities.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Questions?


**CONSENT
CALENDAR
ITEM**

1E

Date: December 21, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(12/14/16)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Randy Lee *RL*
Executive Manager of Operations

Al VanBreukelen *RL For AV*
Deputy Manager of Maintenance

Subject: Contract Amendment to O.C. Vacuum, Inc.

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract Amendment No. 4600001912-001 to O.C. Vacuum, Inc., which increases the contract by \$100,000; and
2. Authorize the General Manager to execute the contract amendment.

BACKGROUND

As required by the State mandate Sewer System Management Plan, the Inland Empire Utilities Agency must conduct periodic inspection and cleaning of the sewer system. The Agency is in the process of digitizing and documenting the entire collection system to improve the management of the sewer system. In this effort, the Collections Department has focused its attention on documenting over 1,437 manholes, 99.7 miles of regional and 83.2 miles of non-reclaimable waste sewer system. The goal is to have this effort completed within the next two years. As a result, any in-plant vacuuming and cleaning work that used to be performed by the Collections Department now is proposed to be done by an outside contractor. The Collections Department has a priority to complete the close circuit television (CCTV) underground piping inspection and increase the frequency of inspection, cleaning, and condition monitoring. Therefore, in June 2015, a service contract was requested to provide pumper truck services to assist the Collections Department on an as needed basis. IEUA Contract Number 4600001912 was issued to O.C.

Vacuum, Inc. for an initial amount of \$30,000. Due to the unforeseeable increase in demand for Collections work, these funds were exhausted in the first three months of the contract. Some examples of the work O.C. Vacuum, Inc. provided include:

1. Transported the waste removed from the Regional Water Recycling Facility No. 4 (RP-4) aeration basin by the Agency Vactor truck to Regional Water Recycling Facility No. 2 (RP-2) drying beds, allowing the Agency Vactor truck to remain on site and continue removing waste.
2. Handled the increased services required by Inland Empire Regional Composting Facility (IERCF) and augmented some of their routine plan tasks; e.g. exploratory digging of 10" drain line, vacuum jetting service throughout, etc.
3. Performed routine maintenance work at treatment facilities, such as cleaning out scum wells and wet wells as needed.

With the exception of supporting IERCF (as they now have their own contract with O.C. Vacuum, Inc.), it is anticipated the need for O.C. Vacuum's service will continue throughout the remaining fiscal year due to on-going demands for Agency staff to remain focused on underground pipeline inspections.

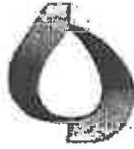
The emphasis on the pipeline inspections is consistent with Agency goals to meet service demands and to protect public health and the environment.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the anticipated expenditures will be funded from the Fiscal Year 2016/17 Regional Wastewater Operations and Maintenance (RO), Professional Fees & Services budget.



Inland Empire
UTILITIES AGENCY

**AMENDMENT NUMBER 4600001912-001
TO
MASTER CONTRACT NUMBER 4600001912
FOR PROVISION OF
AS-NEEDED VACUUM TRUCK SERVICES**

THIS AMENDMENT, Number 460001912-001, to Contract Number 4600001912 between the Inland Empire Utilities Agency and O.C. Vacuum, Inc. of Long Beach, California, for as-needed provision of vacuum truck services, revises the Contract as follows:

Within the last paragraph of Article 6, **PAYMENT, INVOICING AND COMPENSATION**, replace the existing call-out of this Contract's "total price not to exceed \$39,000.00" with the superseding call-out of "total price not-to-exceed \$130,000.00." (This call-out represents a \$91,000.00 incremental increase to the not-to-exceed price limit of this Contract.)

ALL OTHER PROVISIONS OF CONTRACT NUMBER 4600001912 REMAIN UNCHANGED.

As evidenced by the signatures below, the Parties hereto mutually agree and covenant as to the above-stated amendment item(s) and hereby designate this Amendment to become an integral part of the Contract Documents.

**INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District:**

O.C. VACUUM, Inc. :

P. Joseph Grindstaff
General Manager

(Date)

Oscar Carrasco
Vice President

(Date)

11/04/16

**CONSENT
CALENDAR
ITEM**


1F





Date: December 21, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (12/14/16)

From: P. Joseph Grindstaff
General Manager 

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone 
Manager of Engineering

Subject: East End Avenue NRW Flowmeter Consulting Engineering Services Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award the consulting engineering services contract for the East End Avenue NRW Flowmeter Replacement, Project No. EN22002 to Civiltec Engineering Inc., for the not-to-exceed amount of \$213,554; and
2. Authorize the General Manager to execute the consulting engineering services contract.

BACKGROUND

In 1967, the Los Angeles County Sanitation District (District) and Inland Empire Utilities Agency (IEUA) entered into various contracts under which the District would accept a portion of the industrial wastewater flow from IEUA's Non-Reclaimable Wastewater Line (NRW). Since the execution of the contracts, the District's methods for calculation of capacity charges, treatment and conveyance fees have changed significantly, as have treatment standards.

Additionally, the East End (EE) Flowmeter and the 24-hr composite samples show higher flows than the summation of industries connected to the NRW. Consequently, the higher flow readings are resulting in IEUA paying more to the District, as these fees are calculated based on flow rate. Per the contract, IEUA is required to pay fees based on that of the sampling and flow metering system as

opposed to the summation of industries. The updated contracts account for the District's new calculation methods, as well as, replacement of the existing East End (EE) Flowmeter within ten years of the execution of the contract.

The project will design and construct a new flowmeter, sampling station, underground vault, diversion structure, and establish communication between the NRW Flowmeter and IEUA's Supervisory Control and Data Acquisition (SCADA) system. The installation of the new flowmeter shall conform to the District's and IEUA requirements.

On September 13, 2016, IEUA staff advertised on Planet Bids the Request for Proposals for consulting engineering services. On October 11, 2016, IEUA received proposals from Arcadis and Civiltec Engineering Inc. The proposals were reviewed by a selection committee of IEUA staff from Engineering and Construction Management, Technical Services, and Operations. Based on the project team qualifications and experience, understanding of the project scope, and ability to meet the project schedule, the committee unanimously concurred that Civiltec Engineering Inc., was the most qualified firm to do the work.

Below are the projected costs for the project:

Description	Estimated Cost
Project Development	\$17,000
Consultant Engineer	\$213,554
Design Services (~ 3%)	\$50,000
Construction Services (~ 15%)	\$150,000
Construction (estimated)	\$1,000,000
Contingency (~ 15%)	\$260,000
Total Project Cost	\$1,690,554
Total Project Budget	\$300,000

Budget of this project will be evaluated as the project progresses through the design phase. The current budget was established to create a project and initiate design efforts. The total project budget will be defined and requested through the Ten-Year Capital Improvement Plan (TYCIP) process.

The overall project schedule is as follows:

Project Milestone	Date
Consultant Contract Award	December 2016
Design Completion	December 2018
Construction Contract Award	March 2019
Construction Completion	October 2019

Additional design time is anticipated on this project due to the required reviews and approvals required by the District.

The East End Avenue NRW Flowmeter Replacement Project is part of *IEUA's Collection System Business Goal* to maintain capacity within collection system, meet essential service demands, and to safeguard public health and the environment.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the award of the consulting engineering contract for the East End Avenue NRW Flowmeter Replacement, Project No. EN22002, for the not-to-exceed amount of \$213,554 is within the total project budget of \$300,000 in the Non-Reclaimable Wastewater Capital (NC) Fund. The total project budget will be requested through the TYCIP process.

PJG:CB:SS:nm

East End Ave. NRW Flowmeter Replacement Consultant Contract Award

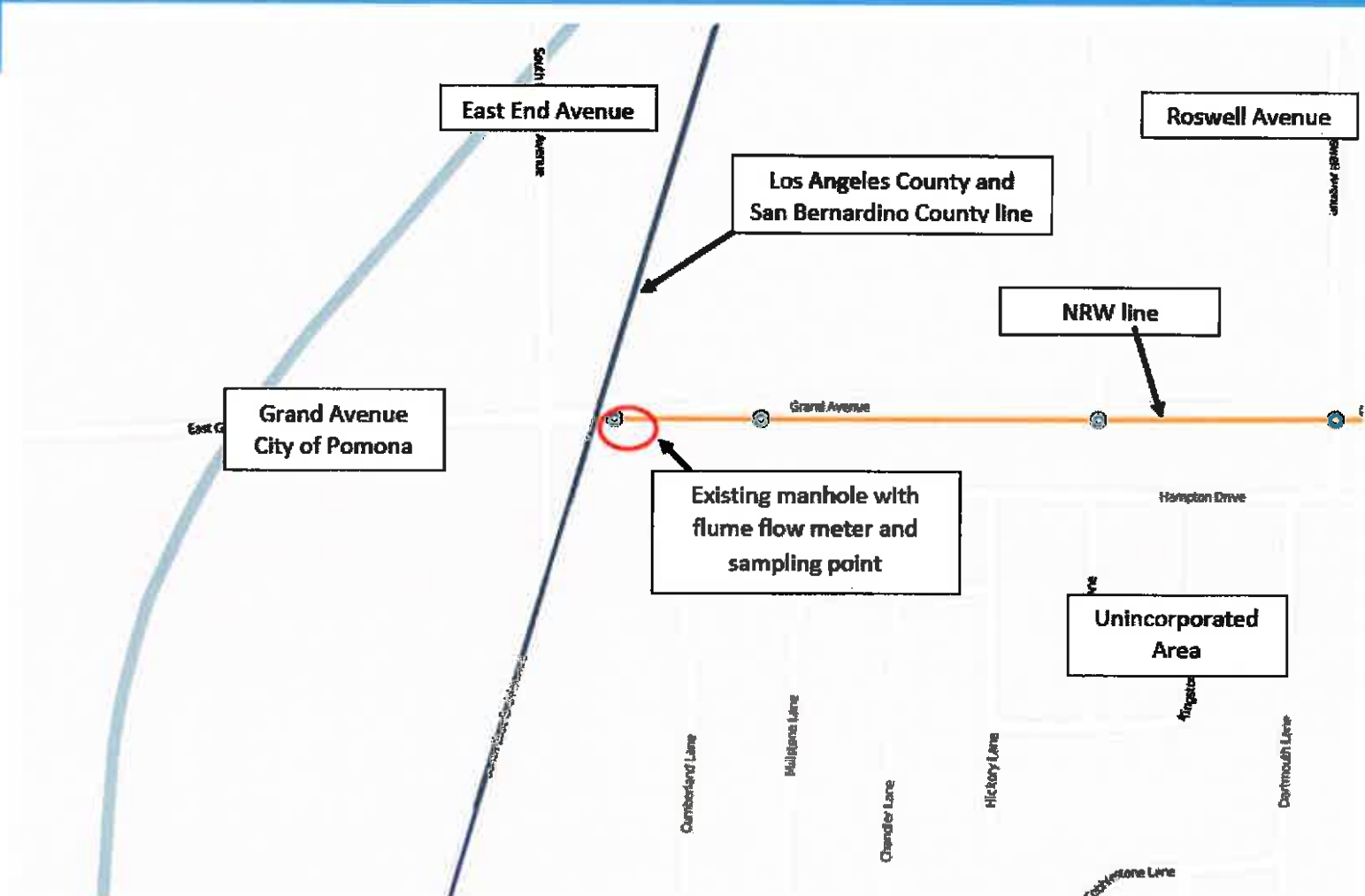
Project No. EN22002
December 21, 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Nasrin Maleki, P.E.
Project Manager

Project Location



Project Background

- Existing flowmeter installed in 1967
- Fee payment based on NRW flow and quality
- Existing flowmeter reads higher than summation of connected industries
- Located in high traffic volume street
- New agreement requires a more accurate flowmeter by 2024



Flow meter and sampling manholes



Existing Sampling System

Project Scope

- Construct a diversion structure and vault
- Install magnetic flow meter
- Install new auto sampler at grade level
- All improvements located out of traffic lanes
- Upgrade related electrical/communication equipment
- Must be approved by LA County Sanitation District



42 inch NRW line with flume flowmeter



Existing Electrical Panel

Consultant Selection

- Two proposals received on October 11, 2016
 - Civiltec Engineering Inc.
 - ARCADIS
- Evaluation and selection committee
 - Construction Management
 - Engineering
 - Planning & Environmental Resources
- Committee unanimously selected the consultant based on:
 - Project Team Qualifications
 - Ability to Provide Innovative, Creative, Cost Reducing Alternatives
 - Related Experience
 - History, Reputation

Project Cost and Schedule

Description	Estimated Cost
Project Development	\$17,000
Consultant Engineer	\$213,554
Design Services (~ 3%)	\$50,000
Construction Services (~ 15%)	\$150,000
Construction (estimated)	\$1,000,000
Contingency (~ 15%)	\$260,000
Total Project Cost	\$1,690,554
Total Project Budget	\$300,000

Project Milestone	Date
Consultant Contract Award	December 2016
Design Completion	December 2018
Construction Contract Award	March 2019
Project Completion	October 2019



IEUA Goal/Recommendation

Staff recommends that the Board of Directors award the consultant Engineering Services contract to Civiltec Engineering Inc., for the not-to-exceed amount of \$213,554 and authorize the General Manager to execute the design contract for the East End Avenue NRW Flowmeter Replacement.

The East End Avenue NRW Flowmeter Replacement, Project No. EN22002, is part of *IEUA's Collection System Business Goal* to maintain capacity within collection system, meet essential service demands, and to safeguard public health and the environment.



CONTRACT NUMBER: 4600002248
FOR
CONSULTING ENGINEERING SERVICES
FOR THE
EAST END AVENUE NRW FLOWMETER UPGRADES
PROJECT NO. EN22002

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Civiltec Engineering, Inc. with offices located in Monrovia, California (hereinafter referred to as "Consultant"), to provide professional engineering services in support of Project EN22002.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Ms. Nasrin Maleki, P.E., Sr. Engineer
Address: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1696
Email: nmaleki@ieua.org
Facsimile: (909) 993-1982

2. **CONSULTANT ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Mr. Bed Dawadi, P.E., Project Manager
Address: 118 Lime Avenue
Monrovia, CA 91016
Telephone: (626) 357-0588
Email: bdawadi@civiltec.com
Facsimile: (626) 303-7957

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract 4600002248.
 - B. Contract Number 4600002248, General Terms and Conditions.
 - C. **Consultant's negotiated Scope of Work (Exhibit A).**
 - D. **Consultant's Proposal** dated October 11, 2016.
 - E. **Agency's Request for Proposals ("RFP") RFP-RW-16-026 and germane addenda.**
4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include, and be in accordance with tasks identified in IEUA's Request for Proposals ("RFP") RFP-RW-16-026 and Consultant's negotiated Scope of Work (hereinafter "the Work"), which are attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**. All referenced services and responsibilities shall be in accordance with the schedule outlined in RFP Addendum One.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate upon one year of completed construction, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, referencing State Prevailing Wages, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract. Invoicing shall be submitted electronically to apgroup@ieua.org, using the Agency's standard Excel®-based invoicing template (**Exhibit B**). A template will be furnished in Microsoft® Excel® 2013. Invoicing shall not be submitted in advance of, or shall not be dated earlier than, the actual date of submittal.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The NOT-TO-EXCEED Amount and Work Schedule of the RFP shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the Work represented by this Contract, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$213,554.00** for all services provided in accordance with Consultant's Fee Proposal, attached hereto, made a part hereof, and referenced herein as **Exhibit C**. Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

For any Work performed which is determined to be public works having costs in excess of \$1,000.00, Certified Payroll Reporting must be transmitted to the Department of Industrial

Relations (DIR) as per <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> with copies to IEUA's Accounting Department.

7. **CONTROL OF THE WORK:** Consultant shall perform the Work in compliance with the Work Schedule of the RFP and as published by RFP Addendum Number One, attached hereto, referenced herein as **Exhibit D**, and made a part hereof. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
8. **FITNESS FOR DUTY:**
 - A. **Fitness:** Consultant and its Subcontractor personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 4. **Confined Space Work:**

Precautions and Programs:

 - a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.
 - b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.
 - c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.* This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Contractor must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the IEUA Safety Department.

B. **Compliance:** Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

C. **Effective January 1, 2015:** The call for bids and contract documents must include the following information in accordance with SB854:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). As such, a PWC-100 shall be generated

for any Work performed which is determined to be public works having costs in excess of \$1,000.00.

9. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**
 - a. **Additional Insured Status:** The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of

the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- b. **Primary Coverage:** The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. **Workers' Compensation and Employers Liability Coverage**

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. **All Coverages**

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, and who are admitted insurers in the State of California.

E. **Verification of Coverage:** Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. **Submittal of Certificates:** Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District
Attn: Ms. Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709

10. **LEGAL RELATIONS AND RESPONSIBILITIES**

A. **Professional Responsibility:** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. **Status of Consultant:** The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. **Observing Laws and Ordinances:** The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

D. **Subcontract Services:** Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.

E. **Hours of Labor:** The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such

worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.

- F. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or

Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:

- a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as my be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
- Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
13. **TITLE AND RISK OF LOSS:**
- A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.
14. **PROPRIETARY RIGHTS:**
- A. **Rights and Ownership:** Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
- Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
- If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

15. **INFRINGEMENT:** Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green
Manager of Contracts
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant: W. David Byrum
President
Civiltec Engineering, Inc.
118 W. Lime Avenue
Monrovia, CA 91016

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

17. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

18. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.

21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.

22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the

event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.

- 23. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)**

CIVILTEC ENGINEERING, INC.:

P. Joseph Grindstaff
General Manager

(Date)



W. David Byrum
President

11/29/16
(Date)

[Balance Of This Page Intentionally Left Blank]

Exhibit A



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

September 13, 2016

REQUEST FOR PROPOSALS

RFP-RW-16-026

FOR

CONSULTING ENGINEERING SERVICES FOR THE

East End Avenue NRW Flowmeter Upgrades

Project No. EN22002

Table of Contents

1.	REQUEST FOR PROPOSALS.....	- 1 -
2.	PROCESSING OF PROPOSALS	- 1 -
3.	AGENCY DESCRIPTION.....	- 2 -
4.	PROJECT BACKGROUND	- 3 -
5.	PROJECT DESCRIPTION	- 4 -
6.	SCOPE OF WORK	- 4 -
A.	KICKOFF MEETING	- 7 -
B.	ENVIRONMENTAL REVIEW.....	- 7 -
C.	PRELIMINARY DESIGN	- 7 -
D.	30% DESIGN (N/A)	- 11 -
E.	50% DESIGN.....	- 11 -
F.	85% DESIGN.....	- 15 -
G.	100% DESIGN.....	- 17 -
H.	PROCESS CONTROL NARRATIVES \ PROGRAMMING SCOPE.....	- 19 -
I.	BID PHASE ADMINISTRATION	- 19 -
J.	CONSTRUCTION ADMINISTRATION ASSISTANCE (NA)	- 20 -
K.	POST CONSTRUCTION ASSISTANCE (N/A).....	- 22 -
L.	TRAINING (N/A)	- 23 -
7.	DELINEATION OF RESPONSIBILITIES	- 23 -
A.	RESPONSIBILITIES OF THE CONSULTANT	- 23 -
B.	RESPONSIBILITIES OF IEUA.....	- 26 -
C.	TERMINATION OF CONTRACT	- 26 -
8.	CONTRACT DOCUMENT PREPARATION.....	- 26 -
A.	PRELIMINARY AND INTERIM DRAWINGS	- 26 -
B.	CONTRACT DOCUMENTS	- 26 -
C.	BOUND SPECIFICATIONS AND CONTRACT DOCUMENTS	- 27 -
D.	FINAL DESIGN DOCUMENTS.....	- 27 -
9.	SUBMITTALS	- 27 -
10.	PROJECT SCHEDULE	- 28 -
11.	PAYMENT TO CONSULTANT	- 28 -
12.	PROPOSAL FORMAT.....	- 29 -
13.	SELECTION OF CONSULTANT	- 31 -
A.	QUALIFICATIONS.....	- 31 -
B.	CRITERIA FOR SELECTION	- 31 -
C.	INTERVIEWS	- 31 -
D.	NOTIFICATION OF UNSUCCESSFUL CONSULTANTS	- 32 -

E.	NEGOTIATION OF CONTRACT	- 32 -
F.	CONFLICT OF INTEREST INFORMATION	- 32 -
G.	PUBLIC RECORDS POLICY	- 32 -
14.	AVAILABLE REFERENCE MATERIAL.....	- 33 -
15.	BID PACKAGES.....	- 33 -
16.	ATTACHMENTS	- 33 -
	ATTACHMENT "A" – VICINITY MAP	- 34 -
	ATTACHMENT "B" – PROJECT SCHEDULE.....	- 34 -
	ATTACHMENT "C" – SAMPLE OF STANDARD CONTRACT	- 34 -
	ATTACHMENT "D" – CONSULTING SERVICES INVOICE	- 34 -
	ATTACHMENT "E" – AUTOCAD SPECIFICATIONS	- 34 -
	ATTACHMENT "F" – EXCEPTION FORM	- 34 -
	ATTACHMENT "G" – WORKERS' COMPENSATION INSURANCE CERTIFICATE	- 34 -
	ATTACHMENT "H" – CONSULTANT IDENTIFICATION.....	- 34 -
	ATTACHMENT "I" – NON-COLLUSION AFFIDAVIT	- 34 -
	ATTACHMENT "J" – BUSINESS OWNERSHIP INFORMATION	- 34 -
	ATTACHMENT "K" – TAG NUMBERING SYSTEM.....	- 34 -
	ATTACHMENT "L" – PROJECT DESIGN CHECKLIST	- 34 -
	ATTACHMENT "M" – SAMPLE OF ASSET MANAGEMENT UPLOAD TEMPLATE	- 34 -
	ATTACHMENT "N" – OPERATIONS AND MAINTENANCE MANUAL	- 34 -
	ATTACHMENT "O" – ENGINEERING DESIGN GUIDELINES	- 34 -
	ATTACHMENT "P" – PROCESS CONTROL NARRATIVE	- 34 -
17.	APPENDICES	- 34 -
	APPENDIX "1" – DISTRICT'S FLOW MONITORING REQUIREMENTS	- 34 -
	APPENDIX "2" - MONTCLAIR FLOW SPLITTER BOX UPGRADE PROJECT PLANS-	34 -
	APPENDIX "3" – DISTRICT & IEUA CONTRACT	- 34 -
	APPENDIX "4" – NRW AS-BUILTS	- 34 -

Request For Proposals RFP-RW-16-026

For

CONSULTING ENGINEERING SERVICES FOR
East End Avenue NRW Flowmeter Upgrades

Project No. EN22002

SERVICES FOR DESIGN & BID ASSISTANCE

September 13, 2016

1. REQUEST FOR PROPOSALS

Proposals are being accepted by Inland Empire Utilities Agency (IEUA) (hereinafter referred to as “Agency”), a Municipal Water District, for Consulting Engineering Services (hereinafter referred to as “Consultant”) required for the design and bid assistance of the East End Avenue NRW Flowmeter Upgrades project.

2. PROCESSING OF PROPOSALS

An optional pre-proposal briefing will be held on *September 27, 2016 at 10 AM* with prospective Consultants at the Agency’s Headquarters, located on 6075 Kimball Ave, Building B, Chino, California, 91708. An optional site tour will be conducted after the pre-proposal briefing. Hard hats will not be provided by the Agency and they will be required during the tour.

Any relevant questions concerning the Request For Proposals (RFP) or the Scope of Work other than those asked at the pre-proposal meeting shall be directed in writing to the Agency’s Project Manager:

Nasrin Maleki
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91708
(909) 993- 1696
Email: nmaleki@ieua.org

All questions must be received prior to *October 4, 2016, by 2:00 PM*. Answers to these questions will be sent to all prospective Consultants. No answers will be given on an individual basis.

To receive consideration, eight (8) copies of the proposal, one complete electronic copy of the proposal (provided on CD/DVD/USB), and one separately sealed fee proposal envelope must be received at the Agency's Headquarters located on 6075 Kimball Ave, Building A, Chino, California, 91708 by *October 11, 2016 at 2:00 PM* and addressed to the attention of *Nasrin Maleki*. The package of the eight proposals and one electronic copy shall be clearly marked "**East End Avenue NRW Flowmeter Upgrades – DO NOT OPEN**" and the fee proposal envelope marked "**FEE PROPOSAL –East End Avenue NRW Flowmeter Upgrades - DO NOT OPEN**". All proposals will be held in confidence prior to the opening date of all proposals.

The Agency reserves the right, after opening the proposals, to reject any or all proposals, or, to accept proposal(s) that in its sole judgment, are in the best interest of the Agency.

Prospective Consultants assume the risk of any delay in mail or handling of mail by the Agency's employees. Applicants are therefore responsible for ensuring that proposals are received on time at the specified location by the specified time whether they are sent by mail or delivered in person. Oral, telegraphic, or telephonic proposals or modifications will not be considered. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered.

3. AGENCY DESCRIPTION

Inland Empire Utilities Agency is a regional sewage treatment and water agency that provides sewage treatment, solids waste handling, and recycled water to the west end of San Bernardino county. Its 242 square mile service area includes the cities of Upland, Montclair, Ontario, Fontana, Chino and Chino Hills; Cucamonga Valley Water District which services the City of Rancho Cucamonga and the unincorporated areas of San Bernardino County, including the Chino Agricultural Preserve. The Agency, a special assessment district, is governed by a five seat publicly elected Board of Directors. Each director is assigned to one of the five divisions which are: Division 1-Upland/Montclair; Division 2- Ontario/ Agricultural Preserve; Division 3- Chino/ Chino Hills; Division 4- Fontana; Division 5- Rancho Cucamonga. The Regional Technical and Policy Committees provide information on technical and policy issues, and there are representatives from each of the contracting agencies on these committees.

Five regional water reclamation plants are used to treat sewage from the Agency's service area. They are: Regional Water Recycling Plant No. 1 (RP-1), located in the City of Ontario; Regional Water Recycling Plant No. 2 (RP-2), located in the City of

Chino; Regional Water Recycling Plant No. 4 (RP-4), located in the City of Rancho Cucamonga; and Carbon Canyon Water Recycling Facility (CCWRF), located in the City of Chino and Regional Water Recycling Plant No. 5 (RP-5), located in the City of Chino.

The Agency has two main service areas: Northern Service Area and Southern Service Area. The northern part of Riverside Drive in Ontario is referred to as the Northern Service Area and the southern part of Riverside Drive is the Southern Service area. The Northern Service area is approximately 162 square miles and it has two active treatment plants, RP-1 and RP-4, and one decommissioned treatment plant, RP-3. The Southern Service area has CCWRF, RP-5, RP-2, and the Agency's L.E.E.D. certified Administration Headquarters. In conjunction to these facilities, the Agency maintains and operates a desalter facility, Chino I Desalter, in the City of Chino and biosolids composting facility, Inland Empire Composting Facility, in the City of Rancho Cucamonga on behalf of the Chino Basin Desalter Authority and Inland Empire Regional Composting Authority, respectively. The Agency is also the Metropolitan Water District of Southern California representative for the contracting agencies.

4. PROJECT BACKGROUND

In 1967, the Los Angeles County Sanitation District (District) and Inland Empire Utilities Agency (Agency/IEUA) entered into various contracts under which the District would accept a portion of the industrial wastewater flow from IEUA's Non-Reclaimable Wastewater Line (NRW). The District requested that the Agency replace the existing 42" Palmer-Bowlus flowmeter at East End (EE) Avenue with a modern flowmeter that reflects current technology by June 2024. Please refer to Appendix 3 to review the District and IEUA contract agreement and Appendix 4 for the NRW as-builts.

To view Appendix 3 and 4, please refer to the link below:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WCl>

*Please note that all links provided in this document will expire after 100 days. If you wish to keep the documents, please download for your records.

The existing EE Flowmeter is located east of the East End Avenue and Grand Avenue intersection in the unincorporated area of San Bernardino County. Please refer to Attachment A for further details on the existing flowmeter location. The EE Flowmeter has two related 24" manholes in which one is used for the still well and the second one, where the flowmeter is located, is used for sampling purposes. The location of the EE Flowmeter presents safety concerns to IEUA. Both of the manholes are located within public right-of-way within the east bound lane of Grand Avenue which is a high traffic volume street and a major safety concern to the Agency.

This project was created to address the contractual requirements as well as the Agency's safety concerns with the existing NRW EE Flowmeter.

The Agency seeks the services of an engineering consultant to design, and provide bid assistance for the East End Avenue NRW Flowmeter Upgrades project.

A. Environmental Review

IEUA will be responsible for the preparation and processing of an environmental review documents.

For construction sites of one acre or larger, Consultant will prepare a project specific Storm Water Pollution Prevention Plan (SWPPP), IEUA will file the Notice of Intent (NOI), and file the Notice of Termination (NOT) at the completion of the project. The contractor will be responsible for implementing the SWPPP, which includes but is not limited to, furnishing all materials and labor necessary to install and maintain the Best Management Practices (BMP's) required to comply with the statewide Construction General Permit, provide all required reports and monitoring for the duration of the project.

5. PROJECT DESCRIPTION

The project will design and construct a new flowmeter replacing the existing flume flowmeter located in the 42 inch NRW North System Central Trunk line. The design and construction of the new flowmeter shall conform to the District's and Agency's contract requirements as well as the District's flow monitoring requirements per Appendix 1. The proposed flow monitoring and sampling system shall be an above grade enclosure, as permitting allows. The above grade enclosure shall be easily accessible and refrigerated for sampling purposes. The existing flowmeter will be left in place. During the design alternative analysis, if it is concluded that the proposed flowmeter shall be constructed parallel to the existing flowmeter, then the consultant shall design a diversion structure with a gate system for tie-in and bypass of the existing flowmeter. The existing 42 inch Palmer-Bowlus flowmeter within the 42 inch NRW line was constructed by the District and its removal requires permission from the District.

The Engineering Consultant shall investigate/survey the surrounding area as well as the city and county permit requirements (San Bernardino County and Los Angeles County) in order to determine the optimal location to install the new flowmeter and sampling enclosure. The proposed flowmeter shall be installed between Roswell Avenue and East End Avenue in the unincorporated area of San Bernardino County in order to remain within close proximity to the Los Angeles County boarder and to account for any future industries that may be added to the NRW line. Pot holing and

a utility search are required by the Consultant in order to have optimal placement of the proposed above grade enclosure. Additionally, to address the Agency's safety concerns, the new flowmeter and sampling enclosure shall be located out of heavy vehicle traffic, yet remain within public right-of-way within San Bernardino County.

The Engineering Consultant shall evaluate all options for a permanent flowmeter and reliable sampling system. The Agency prefers the use of a magmeter for flow monitoring, however the Consultant shall evaluate and present all options within their Alternative Analysis. All mechanical and electrical equipment shall abide by the Agency's Engineering Design Guideline. If there are any deviations in the design from the Engineering Design Guideline, the Consultant must present validation for the change. The change is subject to the Agency's approval. Please refer to Attachment O for the Engineering Design Guideline. The existing flow in the NRW line ranges from a peak of 6 MGD to 1 MGD. However, in a better economy this flow will experience peaks of up to 12 MGD therefore the design shall be for a maximum flow of 12 MGD. Diverting the NRW flow or storing the flow in the customer's storage tank is not an alternative for this project.

The existing East End flowmeter has 100 Amp 120/208/3p electric power and an SCE meter. In a recently completed project, the Agency upgraded the Montclair Flow Splitter Box/Metering System and installed a PLC, SCE meter and Fiber Optic line on the Northwest corner of Roswell Avenue and Grand Avenue in the unincorporated area of San Bernardino County. These lines can be used as a viable source of electricity and communications to the Agency's SCADA System for the subject project. Please see Appendix 2 for the project drawings of the Montclair Flow Splitter Box/Metering Upgrades, Project No. EN13018. All existing electrical cabinets and related equipment shall be updated according to the Engineering Design Guideline. The existing flow monitoring system consists of a data logger and data card. The data logger's collected data is converted to an Excel spreadsheet after which it is analyzed by the Agency. Per District's requirements, data has to be recorded once every minute. Recently, the Agency developed standard programming methods for use with the Agency's water, wastewater, and industrial facilities. Due to the location of the project, the Agency's preferred SCADA program cannot be implemented at the site. The Engineering Consultant shall investigate the use of a DSL phone line for equipment communication purposes. If a DSL phone line is not available for the subject project's location, the use of an Ethernet enabled flowmeter (in which is an Encompassed Partner with Allen Bradley) shall be investigated. The Engineering Consultant will be required to use the following automation hardware with no equals:

1. One – Alan Bradley 1769-L24E Compact Logix controller (5370 controller) and 1769-IA16 120VAD input card.
2. One - 5069-IB16 Allen Bradley CompactLogix Digital Input Card. For Sampler Status.

3. If magmeter is selected by the design team: One - Endress Hauser Ethernet Enabled Mag Meter is the preferred flowmeter for this project.
4. Phoenix Contact Redundant power supplies.
5. APC UPS for backup power.

To view Appendix 1 and Appendix 2, please refer to the following link:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WC1>

To view Attachment O, please refer to the following link:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WC1>

6. SCOPE OF WORK

1. Install an accurate new flowmeter and auto sampler compatible with the Agency's SCADA System for the NRW North System Central Trunk located at the Grand Avenue and East End Avenue intersection.
2. The installation of the new flowmeter shall conform to the District's and Agency's contract requirements as well as the District's flow monitoring requirements per Appendix 1. This project is subject to written approval from the District.
3. The new flowmeter and sampling enclosure shall be located out of heavy vehicle traffic, yet remain within public right-of-way within San Bernardino County.
4. Flowmeter shall be designed for 1 to 12 MGD flow.
5. Flow data has to be recorded once every minute and communicated with the Agency's SCADA system.
6. The proposed flowmeter shall be installed between Roswell Avenue and East End Avenue in the unincorporated area of San Bernardino County in order to remain within close proximity to the Los Angeles County boarder.

To view Appendix 1, please refer to the following link:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WC1>

All required equipment sizes and remaining panel hardware shall be designated accordingly by the Engineering Consultant.

Equipment and Instrument Tag Numbers – The Consultant shall utilize equipment and instrument tag numbering formats provided by the Agency as illustrated in Attachment K. The standard tag numbering system shall be implemented throughout the design phase and will be reviewed by the Agency for compliance.

The Consultant shall provide the engineering services discussed and specified under this section and other sections such as Project Background, Project Description, and other requirements specified throughout the document including, but not limited to, the following:

A. KICKOFF MEETING

Prior to the design of the project, the Consultant shall review all necessary documents and shall attend an informal meeting to receive the Agency's input. Throughout the design phase of the project, the consultant shall be responsible for providing meeting agenda's, preparing meeting handouts, and taking notes to prepare final meeting minutes.

B. ENVIRONMENTAL REVIEW

As stated in the Project Background, IEUA will be responsible for the preparation and processing of the required environmental review documents.

C. PRELIMINARY DESIGN

The Preliminary Design Report (PDR) shall provide all the necessary information required for the Agency to make the most appropriate decision. The Consultant is required to provide a full Business Case Evaluation of all alternative design options in as part of the Consultant's design recommendations.

The Consultant shall submit the following Technical Memorandum (TM), in accordance with the schedule presented in Attachment B. This TM can be later used as a chapter in the Preliminary Design Report. The TM shall provide all the necessary information required for the agency to make the most appropriate decision. The Consultant is required to provide a full Business Case Evaluation of all alternative design options in as part of the Consultant's design recommendations.

The following is the required TM:

Technical Memorandum No. 1 - *EE Flowmeter and sampling location, type of the flowmeter and the proposed upgrade to establish communication between the EE Flowmeter and the Agency's SCADA system*

The preliminary design (10% design) shall include the following:

- i. Kickoff Meeting – Prior to beginning the concept design, the Consultant shall attend an informal meeting to receive the Agency's comments.

- ii. **Permits –** Due to the existing flowmeter being located in an unincorporated area of San Bernardino County, permitting shall be evaluated according to the existing flowmeter location as well as the proposed grade level enclosure location. Additionally, per District requirements, the Consultant shall submit plans to the District for their feedback. The possible required permit cities and counties are San Bernardino County, Los Angeles County, City of Pomona, City of Ontario, and Southern California Edison. It is the Consultant's responsibility to verify all required permitting for the subject project. Schedule for permit applications shall be included in the design time. A minimum of six months shall be included at the Pre-Design, 50% Design, and 100% Design phase to account for the LA County District's review and approval process.

The Agency will pay all permit fees. The Agency will negotiate with the permit agencies to obtain the most cost effective and viable solution for meeting the permit requirements. Consultant shall review the permits and the Agency shall be informed in writing of any unreasonable permit requirement (s), which will increase the project cost.

- iii. **Alternative Analysis –** The Consultant shall develop three alternatives of the project alignments. The consultant shall include hydraulic analysis of the alternative alignments for the present and ultimate conditions. The alternative analysis shall address the capital costs, operating costs, right-of-way availability, ability to serve currently identified potential users and the ability to meet future demands. Based on this analysis, the Consultant shall make a recommendation.
- iv. **Preliminary Design –** Description of the recommended project shall be provided and this shall include final selection of pipeline sizes, preliminary horizontal and vertical alignments, and recommendation on corrosion protection. The recommendation on corrosion protection design shall be made by an engineer who is regularly engaged in similar projects.
- v. **Geotechnical Evaluation –** Provide a preliminary geotechnical evaluation to determine the suitability of the alternative alignments for the proposed project. The preliminary geotechnical evaluation shall include an evaluation of corrosion potential.
- vi. **Utility Research –** Provide adequate preliminary utility research to assure that the alignment analysis includes the consideration of significant utility conflicts. Please note that due to inadequate existing utility detailing by engineers in the past, the Agency experienced

excessive change orders and delays on pipeline projects. It is the Consultant's responsibility to provide thorough utility research, place all underground utilities on the contract drawings, and review the entire project with the all the plans to ensure that no existing utilities have been omitted. The Consultant will reimburse the Agency for any additional costs that may result from inadequate existing utility research or detailing.

It is Consultant's responsibility to comply with the following Federal, State and Local Laws as detailed below and implement it with their sub contactors as needed:

FEDERAL, STATE, AND LOCAL LAWS: The Bidder and all sub-Bidders shall comply with all applicable federal, state, and local laws, rules, and regulations including any permitting requirements and their related costs:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (Submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- vii. Survey – Provide survey research and comments on the project's horizontal and vertical design survey control prepared by a licensed California Surveyor.
- viii. Right-of-Way – Provide preliminary plans for any required right-of-way acquisition including approximate area of each of the required parcels.
- ix. Control System Design – All PLC design and DCS control integration design shall be provided and specified by the Consultant. The Consultant shall evaluate the use of the DLS phone line or fiber optic communication as described in the Project Scope of Work.

- x. **Construction Cost Estimate** – Provide an estimate of the construction cost for the recommended project.
- xi. **Upon completion of the preliminary design, the Consultant shall submit a preliminary design review package with written comments on each of the items listed below:**
- **Alternative Analysis** – Include a description of each alternative, estimated construction cost, comparison of alternatives and recommendation for the most desirable project.
 - **Project Description** – Provide a description of the recommended project. The description shall include pipe types and sizes; flow control, metering, sampling, design flow rates; operating pressures; catalog cut sheets on selected equipment types and preliminary horizontal and vertical alignments.
 - **Design Criteria** – Provide the design criteria recommended for the design of the project.
 - **Catalog Cuts** – Provide catalog cuts for the selected valves auto sampler and flowmeter.
 - **Calculations** – Provide a set of calculations used in the alternative analysis and the preliminary sizing of the selected alternative.
 - **Pipe Type Selection** – The selection of the pipe type shall be based on the recommendation from alternative analysis which takes into consideration: capital cost, operating and maintenance costs, track record and suitability of the pipe type for the project.
 - **Construction Cost Estimate** – Provide an estimate of the construction cost for the recommended project.
 - **Schedule** – Review and confirm the project schedule in Attachment B.
 - **Right-of-Way** – Provide preliminary plats with approximate areas for any proposed right-of-way acquisition.
 - **Comments on the Agency’s standards** - Comments shall include but not be limited to suggestions for changes in the

Agency's standard bedding and trench backfill specification and standard drawings.

- Permits - Summary on permit acquisition including a list of required permits, names of contact persons, telephone numbers, permit fees, probable requirements, expected processing times, schedules for application and receipt and a plan for keeping the permit process on schedule.

The Consultant shall meet with the staff of the Agency to receive comments on the preliminary design. The Consultant's preliminary design shall include comments from the Agency and the Regional Committees. The preliminary design shall be resubmitted in a bound packet.

D. 30% DESIGN (N/A)

E. 50% DESIGN

The 50% design review package shall include the following:

- i. Prepared plans and specifications to a 50% completed level – The Consultant shall prepare full size double plan and profile drawing sheets at the horizontal scale of no smaller than 1"=40', include all utility information from Agency, utility company records and field information. The Consultant shall plot all easements, property lines, and street pavement limits on the drawings. The location, horizontal and vertical, of all facilities to be constructed shall be called out by dimensions. This includes small underground pipeline and electrical conduits within process plants.

The Consultant shall ensure his/her design approach includes a listing of pertinent regulatory requirements to safely execute and operate the design. The Consultant shall reference at a minimum Cal OSHA, ADA, California Building Code, NFPA, etc. to ensure safety and access requirements for the maintenance of all equipment are fully met during the design phase of the project.

The Consultant shall ensure his/her design approach follows the Agency's required conditions as listed within the enclosed design check off list (Attachment L).

- ii. Utility Research - Please note that, due to inadequate existing utility detailing by engineers in the past, the Agency experienced excessive change orders and delays on pipeline projects. It is the Consultant's responsibility to provide thorough utility research, place all underground utilities on the contract drawings and to review the entire project with the all the plans to ensure that no existing utilities have

been omitted. The Consultant will reimburse the Agency for any additional costs that may result from inadequate existing utility research or detailing.

- i. **Design Survey** – Design survey shall include but not be limited to the location of surface topography, a benchmark circuit that will establish a benchmark or temporary benchmark at approximately 1,000 foot intervals and tie the survey control to the street centerlines. Manhole locations and invert elevations shall be determined on both sides of the proposed pipe line for all underground crossing and adjacent gravity lines such as sanitary sewers and storm drains. Elevations and locations shall be obtained for all potholes. Pothole survey shall be 100% complete as part of the 50% design. All surface features shall be located, and elevations of the ground surface shall be provided.
- ii. **Potholing** – The Consultant shall provide excavation, survey, and ground penetrating radar (GPR) to accurately locate all existing utilities as errors in locating these, can affect the construction of the project. At a minimum, the Consultant shall pothole all crossing utilities for which utility records indicate that the exterior wall will be within three feet of the exterior wall of the proposed facility, and all parallel utilities which could also be within the trench excavation, taking into account the probable trench side slope. The Consultant is not required to pothole location of utilities which can be accurately determined without excavation. Such includes sanitary sewers and storm drains where adjacent manholes can be surveyed or minor service connections, which can be more cost effectively relocated at the time of construction. The Consultant shall obtain prior approval of the proposed pothole locations from the Agency’s Project Manager, and schedule the potholing with the Project Manager, so the Agency will have the opportunity to review these locations. The Consultant shall include in the design fee up to 25 or more potholes at selected locations. Fewer than 25 potholes will be a reduction in the scope of work with the appropriate reduction in the Consultant’s fee. Each prospective consultant shall include an add/deduct fee amount in the proposal for this item.
- iii. **3D Modeling Design Services** - The design and planning of the project shall require 3D CAD models from the Consultant. This is an additional tool for IEUA stakeholders to review and comment on the virtual build before installation and construction of any new equipment, process, or structure. Building information modeling or “BIM”; an architecture, engineering, and construction industry 3D modeling standard; shall be utilized by the Consultant to develop an

accurate virtual model of the proposed improvement, equipment layout, or a new construction of a building or facility. The goal of the model is to assist the project teams in visualizing the proposed design in a simulated environment to identify potential design, construction, and operational/maintenance issues. At a minimum the 3D modeling design services shall include of the following requirements:

- Create 3D models and/or parametric 2D drawings - Plans, Elevations, Mechanical, Structural, HVAC, Electrical layouts etc.
- Models shall be properly rendered and/or animated to simulate the actual environment
- The 3D Designer shall have over five years of experience
- All submittals shall be developed under AutoCAD 3D and/or Sketchup

For additional information on IEUA's 3D AUTO CAD requirements, please refer to Attachment E.

The Consultant is responsible for holding a 50% design workshop where the 3D models, electrical, instrumentation, and the proposed control system are presented to the facility operations staff and design team.

iv. Draft Process Control Narrative

- v. It is the Consultant's responsibility to review the Agency's Design Guidelines and incorporate it into their design where applicable. If any deviation is desired, it is the Consultant's responsibility to inform the Agency's Project Manager with a formal written request stating/justifying their exceptions.

To access the Agency's Engineering Design Guideline, please refer to Attachment O in the link below:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WC1>

vi. Required Design Conditions

Energy Efficient Lighting and Process– All new or added interior and exterior lighting shall be designed with a high priority placed on energy conservation and reduction of glare and light trespass. At a minimum, the design shall comply with the lighting standards promulgated by the State of California Energy Commission. All new or added equipment process shall be evaluated for utilizing potential rebates and incentives as provided by Southern California Edison's "Saving by Design Program".

Landscape Design – All landscape design shall be based on native and drought tolerant plants and on water saving irrigation systems, such as chip irrigation. The Agency has developed a standard planting list which will be considered in the development of the project planting list. In case of this project consultant may have to replace the existing landscape with the similar or recommendations provided by the permitting agency.

- vii. Sketches of the non-standard structures such as valve vaults
- viii. Identify equipment to be designed into the project.
- ix. The Consultant shall submit a 50% design review package, with the following contents:
 - Drawings, civil plans will be 85% complete based on selected alternative in approved PDR.
 - Plan and profile sheet, electrical, instrumentation – 50% complete.
 - NRW pipeline detail sheet - 50% complete.
 - Structural plans and elevations – 50% complete.
 - Utility Research – include a list of utilities identified, contact persons, telephone numbers and any unusual requirements and specific reference to any utility which will significantly affect the proposed design .
 - Design Survey - Provide the design survey for the Agency's records.
 - Catalog sheets for equipment to be used in the project.
 - Property descriptions and plats for any required right-of-way purchase.
 - List of all cities, agencies and/or individuals involved with each permit, including contacts, addresses, telephone numbers, requirements, and a schedule for obtaining each permit.
 - Technical Specifications – 50% complete.
 - Pothole results.
 - Calculations - Include all calculations (hydraulic, structural, alignment, control, etc.) on pipes, flow control equipment and metering, jacked casing, etc.
 - A discussion of any expected difficulty in the design or construction of the project.
 - Control System Design.

F. 85% DESIGN

The Consultant shall submit a review package upon 85% completion of design and this shall include the following:

- i. **Complete draft set of plans and specifications** - The plans and specifications shall be completed, Civil plans will be 100% complete. The plans and specifications shall reflect all past Agency, and they shall include the contractual language and design required to implement the controlling agency permit requirements known at the time. There shall be no missing specification sections or missing plan details. The plans and specifications shall include inputs from the Agency, permit agency and environmental review. The specification does not have to include the permitting Agency's final permits, however, the plans and specifications shall both be designed to include the permit requirements and sample permits are required.
- ii. **3D Modeling Design Services** - The design and planning of the project shall require 3D CAD models from the Consultant. This is an additional tool for IEUA stakeholders to review and comment on the virtual build before installation and construction of any new equipment, process, or structure. Building information modeling or "BIM"; an architecture, engineering, and construction industry 3D modeling standard; shall be utilized by the Consultant to develop an accurate virtual model of the proposed improvement, equipment layout, or a new construction of a building or facility. The goal of the model is to assist the project teams in visualizing the proposed design in a simulated environment to identify potential design, construction, and operational/maintenance issues. At a minimum the 3D modeling design services shall include of the following requirements:
 - Create 3D models and/or parametric 2D drawings - Plans, Elevations, Mechanical, Structural, HVAC, Electrical layouts etc.
 - Models shall be properly rendered and/or animated to simulate the actual environment
 - The 3D Designer shall have over five years of experience
 - All submittals shall be developed under AutoCAD 3D and/or Sketchup

For additional information on IEUA's 3D AUTO CAD requirements, please refer to Attachment E.

The 85% 3D presentation is only required if there were substantial changes from the 50% design.

- iii. **Standard Specification comments** - The Consultant shall review the Agency's Standard Specification boilerplate and shall provide written comments on its adequacy for this project. Any changes the Consultant desire to make to these standard specifications shall be specifically noted.
- iv. **Design Geotechnical Report** – The Consultant shall provide a report which addresses the geotechnical aspects of the project prepared by a qualified, experienced, and practicing geotechnical engineer. The report shall be based on sufficient field borings to adequately design the project but no less than one field boring for each 1,000 feet of pipeline to a depth of three feet below the bottom of the excavation. Borings shall be provided at each end of any jacked casing. The report shall provide the engineering recommendations required to adequately design and construct the project including identification of soil types, soil in place density, field moisture, relative compaction, soil classification, corrosion potential, recommendations on construction shoring design and slope stability, backfill shrinkage, optimum moisture/density determinations and comments on the proposed design including pipe bedding and trench backfill. The baseline geotechnical report shall include a review of seismic fault zones identified the project area. This information shall also be incorporated into the design.
- v. **Control System Subcontractor Pre-qualification Package-**
- Note: Request for pre-qualification applications and applicant evaluation will be performed by the Agency.
- vi. **Traffic Control plans** are not required, but the Consultant shall ensure that proper traffic control is possible in relation to their proposed design.
- vii. **Submit an 85% design review package with the following:**
- Design Drawings – 85% complete, civil drawings 100% complete
 - Specifications – 85% complete
 - Standard specification comments
 - Final Consultant estimate of probable construction cost for the project
 - Final calculation package – complete
 - Geotechnical report

The Consultant shall submit design calculations as part of the 85% design submittal. This calculation shall include all alignment, hydraulic, structural, and any other calculations as may be required.

G. 100% DESIGN

The Consultant shall submit a review package upon 100% completion of design and this shall include the following:

- i. Design Drawings and Specifications
- ii. 3D Modeling Design Services - The design and planning of the project shall require 3D CAD models from the Consultant. This is an additional tool for IEUA stakeholders to review and comment on the virtual build before installation and construction of any new equipment, process, or structure. Building information modeling or “BIM”; an architecture, engineering, and construction industry 3D modeling standard; shall be utilized by the Consultant to develop an accurate virtual model of the proposed improvement, equipment layout, or a new construction of a building or facility. The goal of the model is to assist the project teams in visualizing the proposed design in a simulated environment to identify potential design, construction, and operational/maintenance issues. At a minimum the 3D modeling design services shall include the following requirements:
 - Create 3D models and/or parametric 2D drawings - Plans, Elevations, Mechanical, Structural, HVAC, Electrical layouts etc.
 - Models shall be properly rendered and/or animated to simulate the actual environment
 - Developers shall have over five years of experience
 - All submittals shall be developed under AutoCAD 3D and/or Sketchup

For additional information on IEUA’s 3D AUTO CAD requirements, please refer to Attachment E.

- iii. The final design shall be a complete set of checked plans and specifications. The plans and specifications shall be fully checked and be ready to be advertised for construction bids. They shall reflect all past IEUA and Regional Committee input and they shall include the contractual language and designs required to implement the controlling agency permit requirements during construction.
- iv. Final Engineer’s Estimate - The Consultant shall update the construction cost estimate and provide an opinion of cost.
- v. Final Calculation package

- vi. **Required Permits** -As a part of the final design phase, the Consultant shall obtain all permits required to construct the project and their implementing conditions shall be placed in the plans and specifications. If it is required or desirable to have the permit obtained by the contractor, the Consultant shall obtain review comments on contract documents from the permitting agencies, if applicable, and the draft permit conditions shall be reported in the project specifications. All required permits shall be addressed in the specifications.
- vii. **Asset List** - The Consultant, at 100% completion of design, shall provide the Agency a tabulated list of all assets and associated cost for the project. The list shall show the name of the assets, together with samples or general data as may be required for incorporation in the project. Please refer to the attached sample asset list in Attachment M.
- viii. **Shop Drawing Submittal List** - The Consultant, at 100% completion of design, shall provide the Agency a tabulated list of all submittals required from the contractor. The list shall include the Division, Section, Paragraph, Description, and Submittal name.
- ix. **Arc-Flash – NA**

The Consultant shall attend a progress review meeting with the Agency staff to review the final design. Upon resolution of Agency comments, the Consultant shall provide the Agency with three draft copies of the final plans and specifications for final review.

Upon acceptance of the plans and specifications, the Consultant shall submit to the Agency:

- (1) One set of master specifications on both 8 1/2"x11" paper unbound and in digital form,
- (2) The original tracings of the plans, both on mylar film and in digital form,
- (3) Final plans, specifications and bid documents for bidding purposes,
- (4) Final Calculation Package,
- (5) A complete set of project calculations bound for permanent storage,
- (6) Final Engineer's Estimate,

(7) Control System Subcontractor Pre-qualification Package

Note: Request for pre-qualification applications and applicant evaluation will be performed by the Agency.

The Consultant shall provide an update to the construction cost estimate.

H. PROCESS CONTROL NARRATIVES \ PROGRAMMING SCOPE

The Consultant is responsible for providing a process control narrative within their scope of work for all PLC systems and DCS System Integration. A detailed Control Narrative should include the following: definitions of all control loops with important details like range, description, alarms, graphic depiction, interlocks, and automated logic.

The Consultant shall submit the process control narratives (the I/O requirements/specifications that are typically found in the P&ID drawings) and P&ID for review by the Agency, attend a meeting with the Agency staff, address staff comments and submit a final version to be included in the construction bid documents. A definition and template of what a Process Control Narrative should contain was developed for the SCADA migration project. Attachment P provides an example.

To view Attachment P, please refer to the following link:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WC1>

A separate scope of work for control programming must be developed which clearly identifies the work to be done by the control programmer. This scope of work must identify the current programs in use at the Agency (e.g. HMI, DCS, etc.), what changes are needed to the current programs, and the addition of any features, functions or new programming not currently existing.

The Construction DCS system integrator contract shall be pre-negotiated and assigned to the general contractor's construction contract.

I. BID PAHSE ADMINSTARTION

- i. Bid Interpretation - Respond to questions from Bidders and provide bid evaluation as required by IEUA. Interpret Contract Documents and prepare addenda as needed to modify or clarify the Contract Documents.
- ii. Pre-bid meeting - Attend one pre-bid meeting for the construction contract.

- iii. **Conformed Plans and Specifications – Prepare conformed set of bid plans incorporating any changes made during the bid phase.**

J. CONSTRUCTION ADMINISTRATION ASSISTANCE (NA)

After completion of design at bid phase Agency will request the consultant to provide a proposal for the Engineering services During the Construction.

During the construction, the Consultant shall perform the following:

- i. Attend Pre-construction conference
- ii. Attend, in person, weekly Construction Progress Meetings at the construction site and walk the job site to review progress and quality of the project - Call-in attendance by the Consultant's Project Engineer is not permitted for the Construction Progress Meetings. The Consultant's Project Engineer will be required to spend additional time on meeting days walking the job site weekly with the Agency's Construction Manager to discuss important areas and items, and to inspect issues arising from Requests for Information (RFI's) from the Contractor in preparation for responding to the RFI. Personnel of particular discipline expertise should attend as schedule of work indicates or as requested by the Construction Manager.

During the weekly Construction Progress Meetings, the Consultant is required to verify weekly construction schedules versus progress made in the field, and report on findings. Consultant is required to use the Agency's Capital Improvement Program Office (CIPO) software for all documentation.

- iii. Review Shop Drawings - Review shop drawings, catalog data and other materials that the contractor is required to submit in accordance with the Agency's Standard Conditions.
- iv. Provide Text and Drawings for Change Orders - Prepare text and drawings for change order documents as necessary. Engineer shall provide assistance during construction with cost estimates for RFDs and change orders in order to validate the quotes received from the contractor.
- v. Respond to Job-Site Questions from Construction Manager
 - a. (Job-Site Questions) Provide written answers to RFI(s) (Request for Information) including sketches and/or drawing revisions as appropriate. Use of the Agency's Capital Improvement Program Office (CIPO) software is required for all documentation.

- b. Discuss items by phone with Construction Manager to answer simple items or develop need and course of action on complex items.
 - c. Provide written discussion of items and questions as requested by Construction Manager.
- vi. Development of The Electronic Standard Operation Procedures Manual – Prepare Operations and Maintenance Manuals as per the provided O&M Template (Attachment N).

To view Attachment N, please refer to the link below:

<https://us3.hostedftp.com/Cyta0d6obuZvF41zVAbTk8WCl>

IEUA is transitioning to an E-Library enterprise network that includes conversion of its treatment facility Operations and Maintenance (O&M) Manuals to a standardized electronic format and level of content. This effort has also included establishment of standardized formats and content for Standard Operating Procedures (SOP) and Unit Process Control Procedures (UPCP). The O&M Manual specific to the new equipment/process/facility shall include a detailed overview of the new system and shall include the following from the contractor: equipment operation and maintenance manuals, and warranties and guarantees for material and equipment installed on the project. The contractor submittals shall be verified against the requirements of the contract documents to ascertain contractor compliance. Tables shall be prepared showing the recommended maintenance schedule for structures and all equipment, as well as full descriptions of the proper overall systems operation, individual component operations and maintenance of all systems and facilities. The material shall be compiled into separate hardcopy manual(s) utilizing the format as provided by the attached O&M Standard Operating Proceed. Consultant shall submit two (2) copies of stated hardcopy manuals.

In addition, all O&M documents shall also be submitted in an electronic format. The format of O&M documents from the equipment manufacturers shall be in portable document format (.pdf) and shall meet the Agency's standards for clarity and file size, i.e. document must be fully readable and not be exceedingly large. Where possible, these PDF documents shall be produced from the source file (such as from a Microsoft Word, Excel, or AutoCAD document) with a PDF file for each piece of required equipment. These files shall be organized and submitted to the Agency in a format that duplicates the organizational format of the hardcopy manual(s) with like types of equipment placed together on a CD for submittal according to Agency standards.

vii. By 70% workshop, Consultant will submit Agency's Equipment Data Template (or Asset List) that includes all equipment installed to date. Data will be reviewed and turned over to the Maintenance Planning Department. Prior to Start-up and Commissioning, the final completed Equipment Data Template will be submitted. For information regarding Data Template, (Asset list) refer to Attachment N.

viii. Startup Protocol and Assistance with Integration of Existing Facility

Consultant is responsible for providing a written recommendation, including step by step instructions, to start up the constructed scope of work in the most effective manner that maximizes integration of the existing facility as a whole. Recommendation must specify impacts to other systems within the facility due to start up and continued operation of the constructed scope of work.

Consultant shall be present to witness and certify the proper start-up of the system.

ix. Workshop for Start-up with Contractor

Consultant will be responsible for conducting a workshop detailing start-up requirements and procedures with the Contractor.

K. POST CONSTRUCTION ASSISTANCE (N/A)

The Consultant shall "as-built" the contract plans and this shall include original tracings and digital versions which shall be sent electronically. Manual markups are not acceptable.

The Consultant shall incorporate into the final as built the general contractors monthly submission of the as built drawing(s) reflecting the permanently installed material and equipment. The as built drawings shall incorporate the following at a minimum, but is not limited to the following information and conditions:

- All verified utilities and stationing, as applicable on both plan and profile.
- Metering boxes, blow-offs, etc. must depict accurate coordinate locations
- Profiles must include horizontal and vertical scales, pipe material and linear feet as installed
- Field variations made per RFI and Change orders – incorporating the actual conditions, not just referencing such contract documents
- Consultant's best assumptions using information provided by the Agency
- Proper Northing arrows

- Legible annotations and line types
- Update the sheets with all updated pothole information
- Topographical survey data
- IEUA As Built Stamps with appropriate deltas
- Description indicating revision updates
- Engineer Seal and signature
- Project Manager Approval signature and date

As Built submittals not meeting the Agency's requirement shall be rejected and will have to be resubmitted until all conditions are met. At a minimum, the Consultant should expect one round of comments from the Agency.

As-built drawings shall be submitted to IEUA both as revisions to the bid set original tracings and on CD in accordance with Attachment "E".

L. TRAINING (N/A)

The Consultant shall provide two 1-day training sessions of ten IEUA staff on overall operation of the system or process, but not specific to equipment. Contractor will provide equipment specified training for the production of training videos, Consultants will be videotaped narrating processes implemented within the scope of this work. These processes include (List them here).

7. DELINEATION OF RESPONSIBILITIES

A. RESPONSIBILITIES OF THE CONSULTANT

The Agency intends to employ a Consultant who will provide the services necessary to complete the described scope of work. If the responsibility for any services required to complete the project are not specifically delineated herein, the Consultant is responsible for such activity.

- i. Survey: The Consultant shall complete any required field surveys. IEUA will not provide field surveys. It is consultant's responsibility to comply with the flowing Federal, State and Local Laws as detailed below and implement it with their sub contactors as needed:

FEDERAL, STATE, AND LOCAL LAWS: The Bidder and all sub-Bidders shall comply with all applicable federal, state, and local laws, rules, and regulations including any permitting requirements and their related costs:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (Submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section

1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

- i. **Soil Borings:** The Consultant shall complete all soil testing for the completion of the design, if additional information is required. Historical soil reports will be available for review, and should be consulted.
- ii. The Consultant shall keep the Agency informed at all times, on regular basis, the status of the current phase of the project and inform the Agency of decisions regarding the project as they are made. The Consultant may be called upon to attend meetings during any phase of the work as required by the Agency to give technical advice or to inform various groups on the status or nature of the project.
- iii. **Insurance:** The Consultant shall provide insurance while executing the work required under any contract which may result from submittal of his/her proposal. The insurance shall be provided by a firm acceptable to the Agency and the firm shall insure the Consultant and any one directly or indirectly employed by the Consultant. The firm shall also provide additional insurance for the Agency, and its officers, agents, and employees under the policy or policies outlined in specific endorsement. Specific insurance requirements shall be as specified in the negotiated contract. A sample contract is attached to this Request for Proposal as Attachment C.
- iv. **Invoices:** The Consultant shall submit invoices in accordance with the Agency's invoice format
- v. **Project Construction Cost:** The cost of constructed the facility designed by shall be within the construction budget. An accurate construction cost estimate will be prepared or updated at each step in the design process. If the Engineer identifies difficulty in meeting the construction budget, at any time during the project, the Engineer shall immediately discuss the difficulty with the Agency and an adjustment will be made to bring the project into compliance.
- vi. **Extra Work:** If at any time during the project, the Engineer receives instructions outside the scope of work, he shall immediately notify

the Agency and confirm the verbal statement in writing. No compensation will be made to the Consultant without a fully executed amendment prior initiating the extra work. If the nature of the instruction is such that an investigation is required to determine whether the work is outside the Engineer's contracted scope, the Engineer must notify the Agency within seven (7) calendar days of receiving the instruction. If the Agency does not receive the request for extra compensation within the seven days, no extra compensation will be paid for the work even if it is determined to be outside the Engineer's contracted scope.

- vii. **Calculations:** The Consultant shall provide a bound, tabbed and indexed copy of all design calculations including civil, chemical, structural, electrical, HVAC, mechanical, process, and hydraulic calculations, equipment and piping layouts. All calculations shall be submitted in both hard copies and electronic Microsoft Excel spreadsheet format. The spreadsheet shall not contain any macros or proprietary code and shall be fully accessible. Calculations shall include all assumptions, formulas, equations, and definitions. The Agency expects all calculations to be completed in Excel or some other electronic format that is compatible with Microsoft Office applications.
- viii. **Graphics:** The Consultant shall submit graphics that are legible (in both line weight and font size), clear, and concise. The Agency will have the final approval on use of colors, content, layout and style of all graphics.
- ix. **3D Modeling Design Services:** The design and planning of the project shall require 3D CAD models from the Consultant. This is an additional tool for IEUA stakeholders to review and comment on the virtual build before installation and construction of any new equipment, process, or structure. Building information modeling or "BIM"; an architecture, engineering, and construction industry 3D modeling standard; shall be utilized by the Consultant to develop an accurate virtual model of the proposed improvement, equipment layout, or a new construction of a building or facility. The goal of the model is to assist the project teams in visualizing the proposed design in a simulated environment to identify potential design, construction, and operational/maintenance issues. At a minimum the 3D modeling design services shall include of the following requirements:
- Create 3D models and/or parametric 2D drawings - Plans, Elevations, Mechanical, Structural, HVAC, Electrical layouts etc.
 - Models shall be properly rendered and/or animated to simulate the actual environment

- 3D Designers shall have over five years of experience
- All submittals shall be developed under AutoCAD 3D and/or Sketchup

For additional information on IEUA's 3D AUTO CAD requirements, please refer to Attachment E.

- x. Landscape – The Consultant shall prepare plant and irrigation concepts, which are consistent with IEUA's native landscape and water conservation policies.

B. RESPONSIBILITIES OF IEUA

The Agency shall provide to the Consultant all documents, studies, plans and specifications which are in the Agency's possession and will be useful in the study, design or construction of the Work described in the Scope of Work. However, the Consultant shall review the Agency's records, select the desired reference items and provide the required reproduction.

The Agency shall provide a CD with a copy of the Agency's standard title block and CAD specifications. Additionally, the Agency will provide the Consultant with its adopted front-end boilerplate specifications.

Agency staff shall be available to discuss and provide examples of accepted procedures within IEUA for the review and processing of shop drawings.

C. TERMINATION OF CONTRACT

The Agency reserves the right to terminate any contract which may result from this proposal at any time with thirty (30) days written notice. In such cases, the Consultant shall be paid for work done through the termination date and all work done to that date shall become the property of the Agency.

8. CONTRACT DOCUMENT PREPARATION

A. PRELIMINARY AND INTERIM DRAWINGS

Preliminary/Interim drawings shall be prepared using the Agency's standard format and shall be suitable for reduction to 11"x17" size.

B. CONTRACT DOCUMENTS

IEUA will be provided final full-size drawings on 4 mil, double matte, drafting or plotting, 22" x 34" Mylar.

C. BOUND SPECIFICATIONS AND CONTRACT DOCUMENTS

Final plans shall be provided in both 22"x34" full-size form and 11"x17" half-size form. Final specifications shall be 8-1/2"x11" in size and include the Agency's standard. General Conditions, bid documents and Notice to Bidders. The Agency will provide the boilerplate on compact disk (CD) to the Consultant.

D. FINAL DESIGN DOCUMENTS

Final documents shall be submitted and saved on a computer disk in a form compatible with the Agency's computer file storage and updating procedures. IEUA requires all consultants to submit all final designs on CD format in AutoCAD 2011. Refer to Attachment E for IEUA's detailed AutoCAD specifications.

Specifications and bid documents shall be processed using Microsoft Office, latest version. Specifications and bid documents will be 8 1/2"x11" in size and bound.

9. SUBMITTALS

A. Preliminary Design: Technical Memoranda and Preliminary Design Report

During the design, the Consultant shall keep the Agency informed of the basic design decisions as they are made and shall seek the Agency's input. The Consultant shall document all design decisions in technical memorandum.

The number of set copies required for each submittal during the preliminary and final design phase are as presented in Table 1.

Review submittals will be made as follows: PDR and TM, 50%, 85% and 100% design. These submittals are to be reviewed by Agency staff and must be delivered at a minimum 14 days prior to the progress review meeting.

Table 1
Submittal Copies

Submittal	No. of Copies	Project Activity
Draft PDR	15	Preliminary Design
Specifications and Half Sized Plans	15	50% Complete
Specifications and Half Sized Plans	15	85% Complete
Specifications and Half Sized Plans	15	100% Complete

Draft Calculations	3	50%, 85% and 100%
Final Calculations	1	Final Design (Wet-Signed)
Final Specifications	1	Final design (Wet-Signed)
Final Full Size Plans (Mylar)	1	Final design (Wet-signed)
Final Half Size Plans	1	Final design (Copied)
CDs of final set	2	Final design (PDF Format)
AutoCAD file	1	Final design
AutoCAD files	1	As-Builts Set

10. PROJECT SCHEDULE

It is the goals of the Agency to complete construction by January 2020, in accordance with the funding requirements. IEUA intends to maintain the established project schedule. Each proposing Consultant shall review the time allotted to complete the work. The Consultant shall develop these sub-schedules in a way to meet the desired construction date. The overall project schedule is included in Attachment B.

Adherence to the project schedules is of primary importance. The successful Consultant shall be required to meet (or exceed) all schedule milestones.

11. PAYMENT TO CONSULTANT

The Agency proposes to pay the consultant for services rendered based on the progress of the following milestones:

<u>Deliverable</u>	<u>Milestone</u>
Preliminary Design	Acceptable delivery of the finalized pre-design report with all related items
50% Design	Acceptable delivery of the 50% design and completion of the 50% design review meeting.
85% Design	Acceptable delivery of the 85% design and completion of the 85% design review meeting.
100% Design	Signature of the construction bid set masters by the Agency.
Services During Bid Period	Award of the construction contract by the Agency Board of Directors

The earned fee shall be based on the above completed milestones as invoiced by the Consultant and verified and approved by the Agency's Project Manager. The Consultant shall be responsible for the submission of invoices in accordance with the Agency's invoice format.

12. PROPOSAL FORMAT

The body of the proposal shall include the following items. Items referenced as an attachment shall be included in the appendices of the proposal. The proposal should include the following information as a minimum:

- A detailed proposed scope of work for the work effort based upon the information contained in the "Scope of Work" section of this Request for Proposal.
- Descriptions of the specific experience and capabilities relative to the previously outlined scope of work of the designated Project Manager, project engineer, and support staff. Include a schedule showing the percentage of time each will contribute to the project. Key personnel assigned to the project shall not be reassigned without prior written approval from the Agency. A resume of the proposed cost estimator shall be provided with reference for the last ten cost estimates completed and the associated bid amount.
- A description of the project team's past record of performance on similar projects, with references. This will include a discussion of such factors as control of costs, innovations, quality of work and ability to meet schedules.
- Information about projects, which the interested firm has completed within the past five years. This information shall include, for each project, a brief description of the project, facility size, name, address, telephone number and recommendations from the facility owner.
- A description of the proposed method of proceeding with the project, including the method of keeping the Agency informed on the progress of the project.
- A description of any joint venture and/or proposed subcontract arrangements which would be utilized during the project.
- An organizational chart of your proposed team.
- Proposed time schedule for completion of each phase of the work. A minimum of 14 working days shall be included for the Agency staff review period. The schedule provided in Attachment B the maximum desirable. Commitment, by a consultant, to a shorter schedule will be considered to be a positive item in the selection process.

- An estimated final plan sheet count by process area and discipline. Summary shall include a listing of all anticipated sheets required for the completion of this project.
- Work Effort: The Consultant shall provide, in the body of the proposal, fully itemized schedule of estimated effort for each task for the entire project, expressed in work hours, for each employee classification required to complete each phase of the work. For the design phase, it should be organized by sheet and process area.
- Fee Schedule: The Consultant shall provide, in a separate sealed envelope, a fully itemized proposed fee to perform all scope items listed above broken down by phase and task.

The Consultant should consider presenting to the AGENCY "Optional" tasks which go above and beyond those items listed in the proposal scope of work that improve and/or enhance the project. These Optional tasks should have a separate line item with their associated fees.

If a sub-consultant is to be used, work hours for each sub-consultant shall be listed separately for each phase. The fees to be paid to sub-consultants shall be shown separately for each phase and for each sub-consultant.

A lump sum fee schedule is not acceptable. After all other parameters have been evaluated, the fee envelope of the most qualified consultant will be opened and the lump sum fee schedule will be negotiated.

- Exceptions to this Request for Proposals: Any changes from the provisions of this Request for Proposals and Sample of Standard Contract, which are desired by the Consultant, shall be specifically noted in the attached Exception Form (Attachment F).
- Documentation that personal or organization conflicts of interest prohibited by law do not exist. (The Consultant is subject to State and Federal conflict of interest)
- Firms shall complete and return with their proposal the Workers' Compensation Certificate form provided (Attachment G).
- The Consultant shall include résumés for the project team. The résumés shall provide specific information about the team member's experience with similar type projects.
- The Consultant shall complete and return with their proposal the Business Ownership Information form provided (Attachment J)

13. SELECTION OF CONSULTANT

A. QUALIFICATIONS

The Consultant may be a single firm or a joint venture and must show evidence of technical capability and experience in civil engineering including: wastewater treatment plant planning and design. Also, construction administration experience will be considered. The experience presented should be for a period covering the last five years. The Consultant shall also be familiar with the regulatory constraints, which will govern this project. The consulting firm cannot submit a proposal as both a prime and a sub-consultant on a joint venture.

B. CRITERIA FOR SELECTION

Selection among the proposals received shall be based upon (but not necessarily in the order given) the following:

- The firm's organization, history, reputation, location and capability to perform all aspects of the work.
- The firm's ability to provide innovative, creative, cost reducing alternatives to meet the Agency's needs.
- Qualifications and experience of the personnel and project team to be assigned to the project including appropriate professional registrations.
- Ability to commence work immediately after execution of the contract and complete the required work within the desired time and allotted budget.
- Thoroughness of the Consultant's scope of the proposed work and realistic plan for completion of the project.
- Proposed staffing work effort.
- Exceptions to the request for proposals taken by the consultant.
- Ability to meet or exceed the Department of Water Resources funding deadlines.

C. INTERVIEWS

Interviews may be scheduled with some or all of the Consultants who submit a proposal. Each Consultant shall be ranked based on the interview and an evaluation of the before mentioned criteria. Following the ranking of the proposals received by Agency, the fee envelope for the top ranked Consultant

will be opened. The top ranked Consultant and AGENCY will then negotiate the terms of the Contract. The Agency's Board of Directors shall approve the final selection.

D. NOTIFICATION OF UNSUCCESSFUL CONSULTANTS

Unsuccessful potential Consultants shall be notified as soon as possible by the Agency following determination at whatever point in the selection process such determination is made. It is estimated that the selection process will take, in its entirety, about sixty days.

E. NEGOTIATION OF CONTRACT

After selection of a Consultant, the Agency and the Consultant shall negotiate the contract under which the work shall be performed. All items submitted in the Consultant's Proposal shall be subject to negotiation.

F. CONFLICT OF INTEREST INFORMATION

Information on possible conflicts of interest shall be provided in the Proposal. Such information shall be taken into account in making a decision on the selection of the Consultant to perform the work.

G. PUBLIC RECORDS POLICY

Responses to this Request for Proposal (RFP) and the documents constituting any Contract entered into thereafter becomes the exclusive property of the Agency and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The Agency's use and disclosure of its records are governed by this Act.

Those elements in each Proposal which Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", by Offeror. The Agency will use its best efforts to inform Offeror of any request for disclosures of any such document. Agency, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the Offeror considers exempt from disclosure, the Agency will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the Agency is required to defend an action arising out of a Public Records Act requests, for any of the contents of a Offeror's proposal marked "Trade Secret", "Confidential", or "Proprietary", Offeror shall defend and

indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Offerors are instructed to enclose all "Trade Secret", "Confidential", or "Proprietary", data in separate, labeled, sealed envelopes, which are then included with the Bid/Proposal documents. Because the Bid/Proposal documents are available for review by any person following the Bid/Proposal opening, and during the review period, and after an award of a contract resulting from an Invitation to Bid/Request for Proposal, Agency shall not in any way be held responsible for disclosure of any "Trade Secret", "Confidential", or "Proprietary" documents that are not contained in labeled envelopes.

14. AVAILABLE REFERENCE MATERIAL

The drawings related to this project and any other existing documentation will be made available for review to the Consultants and may be reviewed by appointment with Nasrin Maleki in the Agency's Headquarters Building B located at 6075 Kimball Avenue, Chino, California, 91708.

15. BID PACKAGES

The Consultant shall keep the construction costs within a reasonable bid bond amount and the bid package shall be a complete document for bidding and awarding construction contract separately. The Consultant shall submit two sets of bid package.

16. ATTACHMENTS

The following attachments are included in the RFP:

Attachment "A" – Vicinity Map
Attachment "B" – Project Schedule
Attachment "C" – Sample Of Standard Contract
Attachment "D" – Consulting Services Invoice
Attachment "E" – Autocad Specifications
Attachment "F" – Exception Form
Attachment "G" – Workers' Compensation Insurance Certificate
Attachment "H" – Consultant Identification
Attachment "I" – Non-Collusion Affidavit
Attachment "J" – Business Ownership Information
Attachment "K" – Tag Numbering System
Attachment "L" – Project Design Checklist
Attachment "M" – Sample Of Asset Management Upload Template
Attachment "N" – Operations And Maintenance Manual
Attachment "O" – Engineering Design Guidelines
Attachment "P" – Process Control Narrative

17. APPENDICES

Appendix "1" – District's Flow Monitoring Requirements
Appendix "2" - Montclair Flow Splitter Box/Metering Upgrade Project Plans
Appendix "3" – District & IEUA Contract
Appendix "4" – NRW As-Builts

ATTACHMENT A
VICINITY MAP

Figure 1
General Project Location

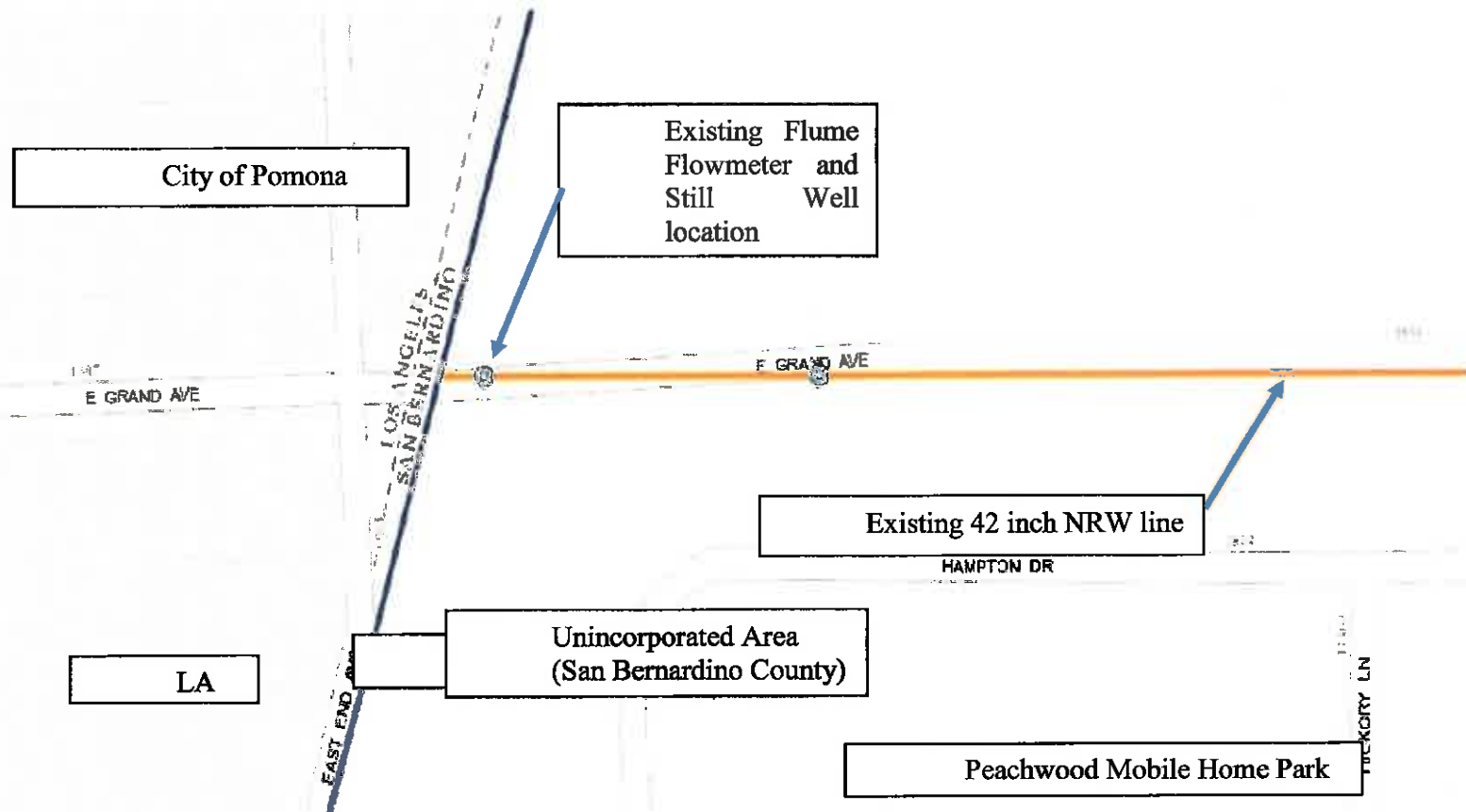


Figure 2
Project Location Detail

ATTACHMENT B
PROJECT SCHEDULE

ATTACHMENT C
SAMPLE OF STANDARD CONTRACT



**SAMPLE CONTRACT NUMBER 4600000XXX
FOR
ENGINEERING CONSULTING SERVICES**

This CONTRACT (the Contract), is made and entered into this _____ day of _____, 2014, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as Agency), and _____, with offices in _____, California (hereinafter referred to as Consultant), for provision of engineering consulting services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

A. **PROJECT MANAGER ASSIGNMENT** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows:

Project Manager	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Location	6075 Kimball Avenue, Building B Chino, California 91708
Telephone	(909) 993-XXXX
Facsimile	(909) 993-XXXX
E-mail	XXXXXXXX@ieua.org

B. **CONSULTANT ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following.

Consultant:	XXXXXXXXXXXX
Address:	XXXXXXXXXXXX XXXXXXXXXXXX
Telephone:	XXXXXXXXXXXX
Facsimile:	XXXXXXXXXXXX
E-mail:	XXXXXXXXXXXX

C. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:

1. Amendment(s) to Contract Number 4600000XXX
2. Contract Number 4600000XXX General Terms and Conditions.
3. Request for Proposals No. RFP-RW-14-0xx and all germane Addenda.

D. SCOPE OF WORK AND SERVICES:

(See Section 3 – Technical provisions of this Request for Proposal document).

E. TERM: The term of this Contract shall extend from the date of its execution through xxxxxxxx, unless agreed to by both parties, reduced to writing, and amended to this Contract.

F. PAYMENT, COMPENSATION, and INVOICING: The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a ~~Fixed Price Level-of-Effort~~ Fixed Price Level-of-Effort basis at the rates specified within Appendix A, Schedule of Rates, to this Contract, up to the NOT-TO-EXCEED total contract price established at \$XXXXXXXXXX.

Consultant's invoice must be submitted monthly, and shall include a breakdown by items completed, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the types and quantities of testing completed, the current monthly amount due, and the cumulative amount invoiced to date against this Contract. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

Consultant shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements.

A separate invoice must be submitted for each project, and must reference the Contract Number 48000XXXX, Purchase Order Number 48000XXXX, Project Number, Project Name, request for inspection/testing, certified payroll, and daily reports for the project being billed. All invoices shall be submitted electronically with all required back-up to apocrop@slu.org.

G. CONTROL OF WORK: Consultant shall perform the Work in compliance with the Work Schedule established for each respective Request for Inspection/Testing Memorandum. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

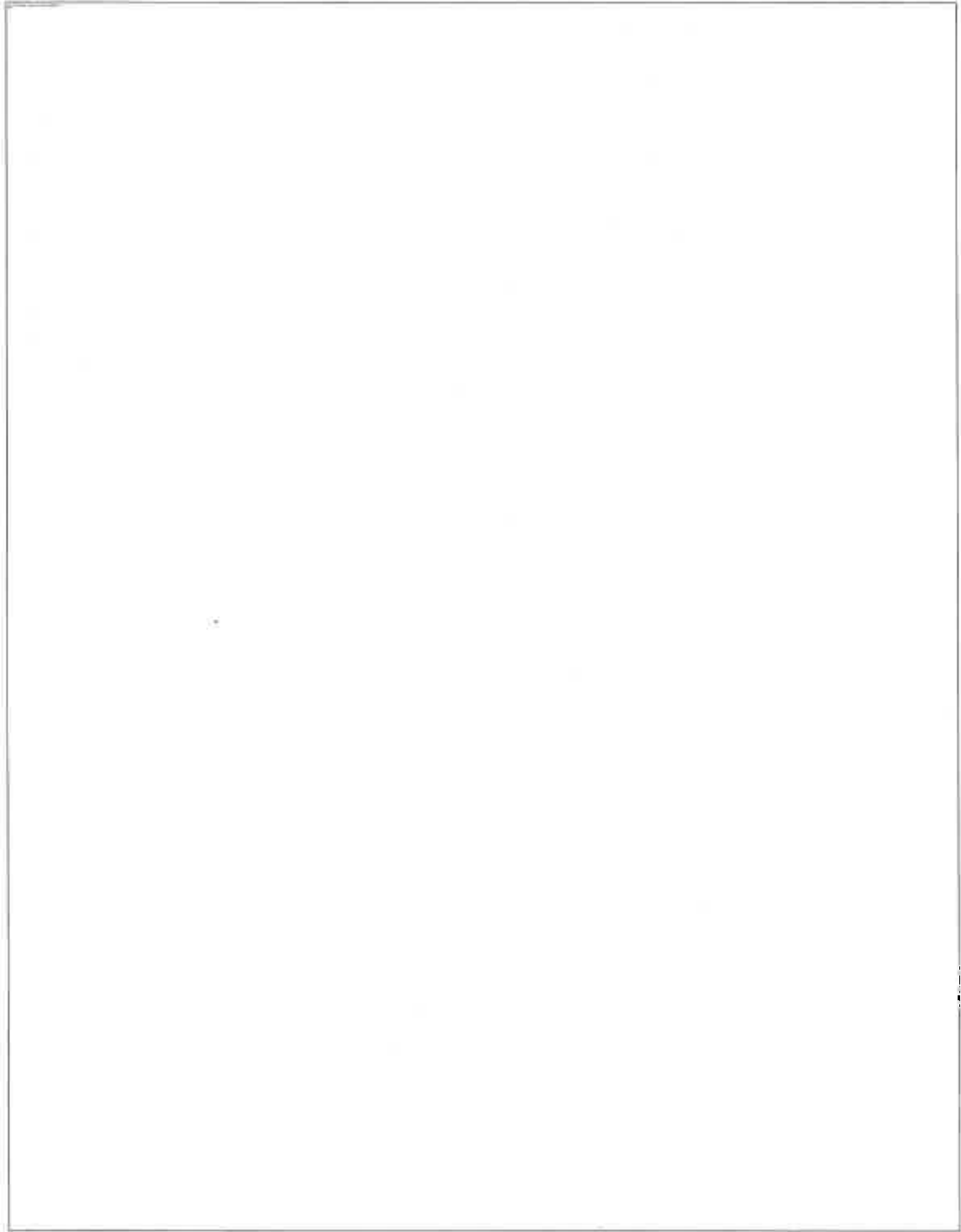
H. FITNESS FOR DUTY:

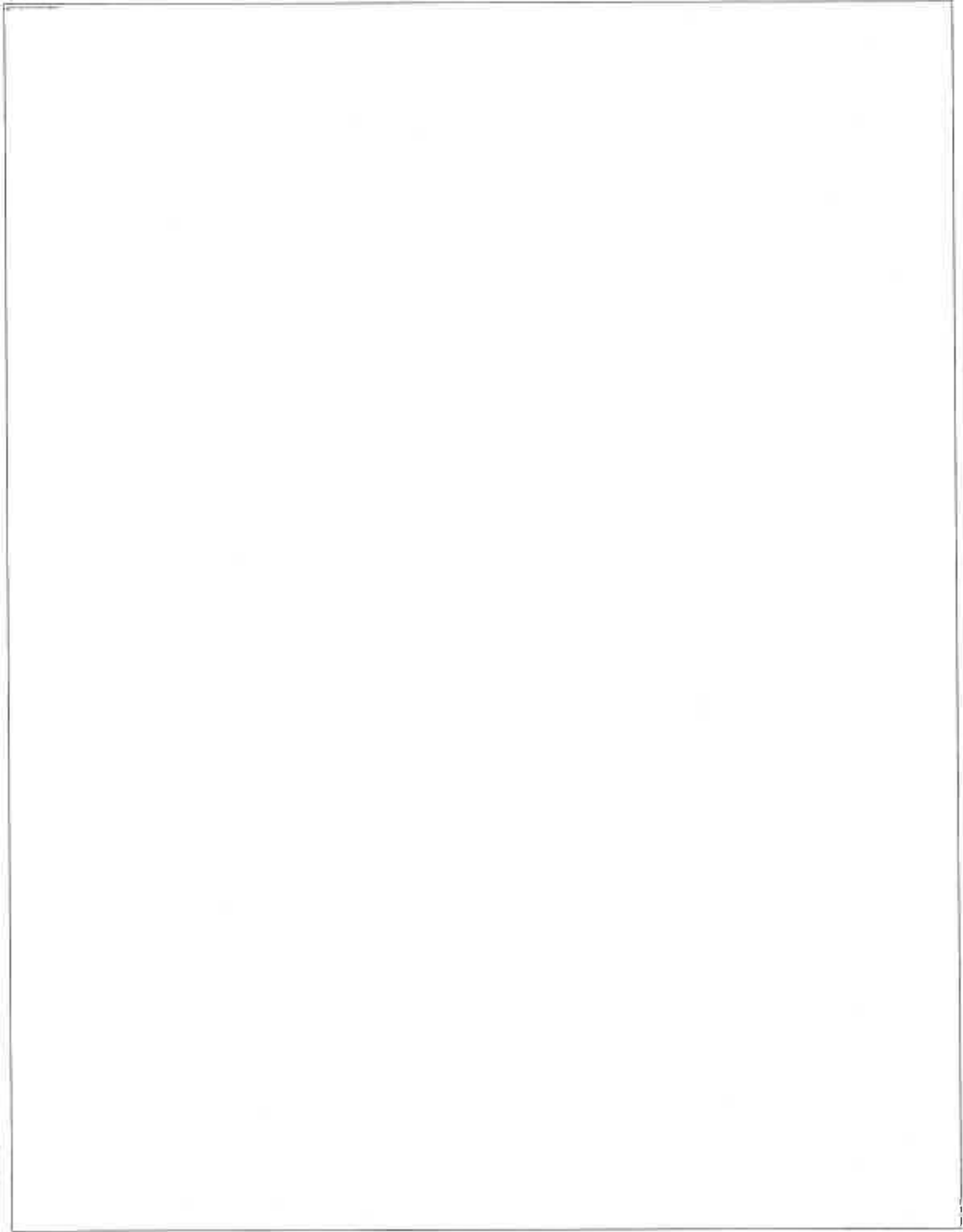
1. Fitness: Consultant and its Subcontract personnel on the Jobsite:

- a. shall report for work in a manner fit to do their job;
- b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
- c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.

2. Compliance: Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

I. REQUIRED INSURANCE: During the period of time from issuance of a contract to final acceptance of the work the Consultant shall maintain at the Consultant's sole expense, the following insurance.





worker.

7. Liens: The Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said Work to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.
8. Indemnification: The Consultant shall indemnify Agency, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions
9. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to work or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
10. Equal Opportunity: During the performance of this Contract, the Consultant and any subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
11. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.
12. Disputes:
 - a. All disputes arising out of or in relation to this Agreement shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Agreement, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Agreement which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure

Sections 1280, et. seq., or their successor.

- b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
- (1). The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - (2). In the event that none of the names submitted by Consultant are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - (3). If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- d. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et. seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.

13. Prevailing Wage Requirements:

[] Work performed against this Contract has been deemed a Prevailing Wage Project and is therefore subject to the requirements Section 1770 (and following) of the California Labor Code. Consultant shall not pay less than general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations, for the locality in which the work is to be performed under this contract.

The Consultant, and any [] subcontractor performing part of said work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, non-discrimination, apprentices, maintenance, availability, and submittal of accurate payroll records, and any other matters required under all Federal, State, and local laws related to labor.

K. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

L. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; e.g., Trade Secret, Confidential, or Proprietary, Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

M. **TITLE AND RISK OF LOSS:**

1. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the PROJECT.
2. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
3. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

N. **PROPRIETARY RIGHTS:**

1. **Rights and Ownership:** Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 - a. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - b. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - c. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary

Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

- O. **INFRINGEMENT:** Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

- P. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren Green
Manager of Contracts and Facilities Services
Inland Empire Utilities Agency
P O Box 9020
Chino Hills California 91709-0902

Consultant: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

- Q. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

- R. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency

ATTACHMENT D

SAMPLE CONSULTANT SERVICE INVOICE



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Consultant: Address:	Pay Estimate No.:	Contract Date:	Invoice Date:
	Contract No.:	IEUA Project Manager:	Title Period: From: To:
Contract Name:			Invoice No. / Consult Ref No.:

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contract Value	Total This Period	Total to Date	Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
				\$0.00	0%	\$0.00	#DIV/0!	\$0.00
				\$0.00	0%	\$0.00	#DIV/0!	\$0.00
				\$0.00	0%	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract:				\$0.00	0%	\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period	Total to Date	Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
					0%	\$0.00	0%	0%
					0%	\$0.00	0%	0%
					0%	\$0.00	0%	0%
					0%	\$0.00	0%	0%
Subtotal Contract Amendments:				\$0.00	0%	\$0.00		\$0.00
Total Contract with Amendments:				\$0.00	0%	\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From:	To:
Amount Earned Original Contract		\$0.00
Amount Earned Amendments		\$0.00
Back Charges		\$0.00
Amount Due This Period		\$0.00

PRIOR PAYMENT SUMMARY:

	From:	To:
Amount Earned Original Contract		\$0.00
Amount Earned Amendments		\$0.00
Back Charges		\$0.00
Prior Payments		\$0.00

TOTAL PAYMENT SUMMARY:

	Total Contract
Total Original Contract	\$0.00
Total Contract Amendments	\$0.00
Total Adjusted Contract	\$0.00
Total Payments to Date	\$0.00
Back Charges	\$0.00
Payment This Period	\$0.00
Balance of Contract	\$0.00

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	
Contract Duration:	
Contract Completion Date:	1/01/2000
Authorized Time Extension:	0
Revised Completion Date:	1/01/2000

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	#DIV/0!
Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approval:

Project Engineer: _____ Date: _____ Assistant Gen. Mgr: _____ Date: _____
 Supervising Engineer: _____ Date: _____ General Manager: _____ Date: _____
 Department Manager: _____ Date: _____

ATTACHMENT E
AUTOCAD SPECIFICATIONS

AUTOCAD SPECIFICATIONS

The following are the Computer Aided Design and Drafting (CADD) Specifications for Inland Empire Utilities Agency (IEUA). These specifications supply the basic information your firm will need to prepare construction documents for this project, should you be awarded the project. If you are working on a portion of a project with IEUA, more precise specifications will be provided that will allow your firm to match the drawing format that has been chosen for the project.

The Engineering Department of IEUA currently utilizes AutoCAD Civil 3D 2014. All construction documents (as well as CDROM copies) submitted to IEUA shall be in AutoCAD Release 2004 or later, "DWG" format.

Consultant shall avoid using background images (raster images), such as JPEG, TIFF, PDF, PNG, etc. in drawings. If images are required, they shall be inserted into the drawings as embedded objects by using Insert OLE. Electronic AutoCAD files shall match exactly to the printed submittal package delivered to IEUA. There shall be no difference in contents between hard copies and electronic files.

When developing 3D models for design, the Building Information Modeling (BIM) shall be performed using AutoCAD Civil 3D and Sketchup Pro to provide for photorealistic visualization through project development and analytical insight into the construction process. A 3D model shall consist of appropriate rendering, height, width, depth and design limitations such as setbacks, footprint, and orientation in order to identify design conflicts, design errors, sequencing constraints, and fabrication details. Required detail layouts and configuration of the various building systems such that it complies with design, construction and operating criteria. Models are to be presented utilizing the exact coordinate system as specified by the Agency's standards and contain geo-referenced attributes. The consultant shall submit models in DWG and SKP. All 3D models shall remain the property of IEUA.

Model files are always drawn Full Scale, that is one inch equals one inch and one foot equals one foot. Civil plans are to use "decimal" units and architectural plans are to use "architectural" units. Model plans are always drawn so that the information contained in the file is in its proper coordinate system in the Design Plane. This position is defined by X and Y coordinate values and must be NAD83, California State Plane, Zone 5 with units in feet for District Facilities in San Bernardino and Los Angeles Counties, and NAD83, California State Plane, Zone 6 with units in feet for District Facilities in Orange and Riverside Counties. The District's standard datum is the NAVD88, (North American Vertical Datum 88). For the plan view only, each facility should have its own layer (i.e., pipeline, manhole, valves, CTS, etc., and should all be on separate layers). Paper-space should be used for the plot sheets.

At all locations where there are angle changes, there should be northing and easting identifiers. Pipeline curves should show clear curve data which includes the BC, EC and curve geometry. For work within the plants, the X and Y coordinate values should be based on the plant grid as found in the Facility Atlas plant grid layer. Schematic drawings such as Process & Instrumentation Diagrams shall be developed using a grid. The grid is a pattern of dots that extends over the drawing area. A default grid spacing of .125 or 1/8th of inch is preferred.

IEUA's pen parameters shall be used as much as possible. General IEUA use is limited to seven pens of various thickness or equivalent to a 000 to a 4 (pen numbers are based on Koh-I-Noor's standard technical drafting pens). Any thicker line weights shall be created with polylines. These general parameters may be modified with prior approval from IEUA's Project Manager.

The final contract documents (Cover Sheet Only) shall be produced on 22" x 34", 4 mil double matte mylar. Contract Documents plotted via wet ink pen, laser, electrostatic or ink-jet type plotters are acceptable. Documents via pen plotters shall be done in permanent opaque ink, Koh-I-Noor 3084F or 3094F (or approved equal), black in color. Colors may be used to allow subdued imaging (gray-scaling), also in permanent opaque ink. Plots developed by thermal or pencil plotters are not acceptable. Drawings with applied decals or "stick-ons" are not acceptable.

For assistance or more detailed specifications and information contact the IEUA Project Manager.

ATTACHMENT F
EXCEPTION FORM

EXCEPTION FORM

Should your firm take exception to ANY of the terms and conditions or other contents provided in the Request for Proposal, submit the following form with your proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

ATTACHMENT G
WORKERS' COMPENSATION CERTIFICATE

WORKERS' COMPENSATION CERTIFICATE

The Consultant shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my Consultant, I will comply with such provisions before commencing the performance of the work of any contract entered into.

Signature

Company Name

Printed Name

Business License Number

Title

Date

ATTACHMENT H
CONSULTANT IDENTIFICATION

CONSULTANT IDENTIFICATION

- Legal name of Consultant: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
- Sole Proprietor Partnership Corporation
- Other: _____
- If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Consultant's principal place of business is located.
- Number: _____ Issuing City: _____
9. Federal Tax Identification Number: _____
10. Consultant's Project Manager: _____

ATTACHMENT I
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of California)
County of _____) ss.

_____ being first duly sworn, deposes and says

that he or she is _____, of _____ ("Bidder") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Company Name

Printed Name

Consultant License Number

Title

Date

ATTACHMENT J
BUSINESS OWNERSHIP INFORMATION

BUSINESS OWNERSHIP INFORMATION

Business

Ownership

Information

Are you a WMDVBE* certified business? Yes No

*(Women, Minority, Disabled, Veteran Business Enterprise)

Certification must be received from California Public Utilities Commission clearing House. Call Toll Free: 800-359-7998 or 415-928-6892 for additional information. Please check those that apply:

- | | |
|--|--|
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> African-American-Owned Business |
| <input type="checkbox"/> Disabled-Owned Business | <input type="checkbox"/> Veteran-Owned Business |
| <input type="checkbox"/> Native-American-Owned Business | <input type="checkbox"/> Hispanic-Owned Business |
| <input type="checkbox"/> Caucasian-American-Owned Business | <input type="checkbox"/> Underrepresented Asian-Owned Business |

All firms need to be registered with the Agency. Please logon to www.ieua.org and under the heading of Procurements, click on the registration tab. This will allow your firm to access solicitations for the commodities or services that apply. Additionally, other agencies have access to the vendor information in the Bid Net system which will increase your access for available solicitations.

ATTACHMENT K
TAG NUMBERING SYSTEM

TAG NUMBERING SYSTEM

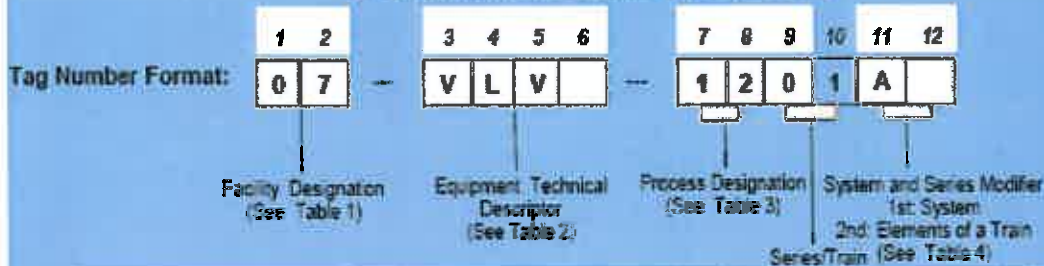
All equipment and instrumentation used in this project will be required to be marked with the Agency's approved Tag Numbering System shown below, beginning in the design phase and utilized throughout P&ID and engineering drawings.

i. Equipment Tagging Guidelines

LAST UPDATED

May 25, 2015

IEUA Equipment General Tag Guidelines



Instructions:

- >> 1st & 2nd Digits = The Facility Housing the Equipment (see Table 1)
- >> 3rd through 6th Digits = Mechanical, Electrical Equipment/Instrument Abbreviation (see Table 2)
- >> 7th & 8th Digits = Process Within the Plant (see Table 3)
- >> 9th through 10th = Train/Series
- >> 11th through 12th = 11th - System (see Table 4), 12th - Individual Piece of Equipment within a Train/Series

Examples:

SmartTag	Facility	Equipment	Train/ Process	Equipment within		
				Series	System	Train/Series
07-PMP-0201FA	CCWRF	Ferric Pump 1	Preliminary	01	Ferric Injection	A
07-PMP-0202FA	CCWRF	Ferric Pump 2	Preliminary	02	Ferric Injection	A
07-FIT-0401CA	CCWRF	Basin 1 Air Flow Indicating Meter 1	Secondary	01	Aeration	A
07-FIT-0402CA	CCWRF	Basin 2 Air Flow Indicating Meter 1	Secondary	02	Aeration	A
07-AIT-0401CA	CCWRF	Basin 1 DO Probe 1	Secondary	01	Aeration	A
07-AIT-0401CB	CCWRF	Basin 1	Secondary	01	Aeration	B

Table 2 - Equipment Technical Descriptor

Description of Technical Object	Technical Descriptor
Actuator	ACT
Air Conditioner	AC
Air Release Valve	ARV
Air Release/Vacuum Relief Valve	AVRV
Air Separator	ASPR
Backflow Preventer	BFP
Blender	BLDR
Blowoff	BO
Boiler	BLR
Burner	BNR
Cannon	CANN
Cathodic Protection Station	CPS
Chute	CHUT
Centrifuge	CNFG
Chiller	CHLR
Compressor	COMP
Conductivity	COND
Crane	CRAN
Conveyor	CVR
Drive	DRV
Engine	ENG
Eye Wash	EYEW
Fan	FAN
Feeder	FDR
Gate	GATE
Generator	GEN
Grinder	GNDR
Harmonic Filter	HFLT
Heat Exchanger	HXGR
Antenna	IANT
Application Server	IAPP
Broadband Hardware	IBB
RSLinx, Matrikon Server	IDAS
Distributed Control processor	IDCP
Historian Server	IHIS
HMI Server	IHMI
Infrastructure Server	IINF
Local Control Panel	ILCP

Table 2 - Equipment Technical Descriptor

Description of Technical Object	Technical Descriptor
Media Converter	IMED
Operator Interface terminal	IOIT
PCS Server	IPCS
PLC	IPLC
DCP	DCP
RIO	RIO
Printer	IPRT
RACO Alarm Hardware	IRAC
Remote I/O	IRIO
Network Router	IRTR
Scanner	ISCN
Network Security Hardware	ISEC
Network Switch	ISWT
Microwave Hardware	IWAV
WiFi Hardware	IWFI
Workstation	IWRW
Leveler	LVL
Lube Oil System	LUBS
Motor	MTR
Mixer	MXR
Pipe	PIPE
Pump	PMP
Pressure Relief Valve	PRV
Sampler	SMP
Sensor	SNSR
Shower	SHWR
Strainer	STNR
Switchgear	SWGR
Tank	TNK
Tower	TWR
Uninterruptible Power Supply	UPS
Valve	VLV
Variable Frequency Drive	VFD
Water Filter	WFLT

Table 3: Process Designation

Process Description	Process Designation
Power Distribution System	01
Preliminary	02
Primary	03
Secondary	04
Solid Handling	05
	06
	07
Renewable Energy System	08
Plant/Facility	09
Tertiary	10
PCS/SCADA System	11
Recycled Water Pump Station	12
Dump Station	13
Recycled Water Utility System	14
Dechlorination System	15
Main Control System	16
Lift Stations	17
	18
	19
HQ - Building A	20
HQ - Building B	21
Central Plant	22
Building	23
	24
	25
	26
	27
	28
	29
800 RW Distribution System	30
930 RW Distribution System	31
1050 RW Distribution System	32
1158 RW Distribution System	33
1299 RW Distribution System	34
1930RW Distribution System	35
1630 East Pump Station	36
930/800 PRV Station	37
1630 West Pump Station	38
RW Remote Metering System	39
RW Control System	40
1158 Reservoir	41
1299 East Reservoir	42
1630 East Reservoir	43
1630 West Reservoir	44
930 Reservoir	45
	46
	47
	48
	49
CB-11	50
CB-13	51
CB-14	52
CB-15	53
CB-18	54
CB-20	55
OC-59	56
College Height Basin	57
Upland Basin	58
Montclair Basin	59
Brooks Basin	60
7th & 5th Street Basin	61
Ely Basin	62
Turner 1 & 2 Basin	63
Turner 3 & 4 Basin	64
Lower Day Basin	65
Edwanda Debris Basin	66
Victoria Basin	67
San Sevalne Basin	68
Banana Basin	69
Hickory Basin	70
RP3 Basin	71
Decler Basin	72

Table 3: Process Designation

Process Description	Process Designation
Grove Basin	73
Jurupa Basin	74
Elwanda Conservation Basin	75
	76
	77
	78
Regional Sewers	79
NRWS Sewers	80
Collection Laterals	81
Collections NRW Industry	82
Philadelphia Pump Station	83
San Bernardino Pump Station	84
Jurupa Pump Station	85
Montclair Pump Station	86
Diversion Structures	87
Compost Receiving/Mixing Area	88
Compost Bag House	89
Compost Processing Area	90
Compost Curing Area	92
Compost Conveyor System	93
Compost Screening System	94
Compost Loading Area	95
Compost Storage Area	96
Compost Ventilation System	97
Compost Bio Filtration System	98
Compost Control System	99

Table 4: System Designation

System Description	System Designation
PRELIMINARY TREATMENT	
Influent Metering	A
Influent Pumping	B
Influent Flow Diversion Structure	C
Screening	D
Grit Removal	E
Ferric Injection	F
Polymer Injection	G
Odor Control	H
Auxiliary	I
PRIMARY TREATMENT	
Influent Metering	A
Clarifier Drive	B
Sludge	C
Scum	D
Influent Flow Diversion Structure	E
Effluent Flow Diversion Structure	F
Emergency Storage Basin / Equalization Basin	G
Odor Control	H
Auxiliary	I
SECONDARY TREATMENT	
Influent Metering	A
Influent Pumping	B
Aeration Basin	C
Blower and Aeration System	D
Clarifier Drive	E
Secondary Clarifier Influent Flow Diversion Structure	F
Secondary Clarifier Effluent Flow Diversion Structure	G
Secondary Clarifier Scum System	H
RAS	I
WAS	J
MLR	K
Polymer Injection	L
Auxiliary	M
TERTIARY TREATMENT AND CHEMICAL FEED SYSTEMS	
Influent Metering	A
Coagulation	B
Flocculation	C

Table 4: System Designation

System Description	System Designation
Aium Injection	D
Polymer Injection	E
Filtration	D
Filter Backwash System	F
Filter Effluent Structure	G
Chlorination	H
Chlorine Contact Basin	I
Utility Water	J
Flow Diversion/Storage	K
De-Chlorination	L
De-Chlorination Basin	M
Effluent Metering	N
Auxiliary	O
SOLID HANDLING	
Gravity Thickening	A
GT Bleach Injection	B
Dissolved Air Flotation Thickening	C
DAFT Polymer Injection	D
Sludge Transfer	E
Polymer Injection	F
Digestion	G
Ferric Injection	H
Digester Gas	I
Digester Gas Conditioning	J
Digester Heating	K
Dewatering	L
Dewatering Polymer Injection	M
Scale Control Chemical Injection	N
Filtrate/Centrates	O
Odor Control	P
Flare	Q
Auxiliary	R
MISCELLANEOUS SYSTEMS	
Standby Generator	A
Plant Air System	C

Table 4: System Designation

System Description	System Designation
CONTROL SYSTEMS	
DCP Primary	A
DCP Secondary	B
Local PLC	C
DeviceNet Gateway	D
Ethernet Gateway	E
	F
	G
	H
Input Module	I
	J
	K
LonWorks Gateway	L
Modbus Gateway TCP/Serial	M
Network Device / Switch	N
Output Module	O
Power Monitor	P
Auxiliary	X

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
AOI	Add-On Instruction	OPLM	Open Limit	BOOL	Boolean
ABL	ASCII Test For Buffer Line	CLLM	Closed Limit	INT	Integer
ABS	Absolute Value	OPCM	Open Command	SINT	Single Integer
ACB	ASCII Chars in Buffer	CLCM	Close Command	DINT	Double Integer
ACL	ASCII Clear Buffer	FAIL	Failed Indication	REAL	Real Number
ACS	Arc Cosine	HAL	High Alarm	STRG	String
ADD	Add	HHAL	High High Alarm	BIN	Binary
AFI	Always False Instruction	LAL	Low Alarm	HEX	Hexadecimal
AHL	ASCII Handshake Lines	LLAL	Low Low Alarm	BCD	Binary Coded Decimal
ALM	Alarm	STAT	Status	AOI	Add-On Instruction
ALMA	Analog Alarm	HAND	Hand	UDT	User Defined Data Type
ALMD	Digital Alarm	AUTO	Auto	ARRY	Array
AND	Bitwise AND	ENBL	Enable	MDT	Module Data Type
ARD	ASCII Read	REM	Remote	MSG	Message
ARL	ASCII Read Line	LOC	Local		
ASN	Arc Sine	OFF	Off		
ATN	Arc Tangent	ON	On		
AVE	File Average	FWD	Forward		
AWA	ASCII Write Append	REV	Reverse		
AWT	ASCII Write	STBY	Standby		
BAND	Boolean AND	STRT	Start		
BNOT	Boolean NOT	STOP	Stop		
BOR	Boolean OR	JOG	Jog		
BPT	Breakpoints	OUT	Out		
BRK	Break	IN	In		
BSL	Bit Shift Left	EXTD	Extend		
BSR	Bit Shift Right	RTCT	Retract		
BTD	Bit Field Distribute	LEAK	Leak Detection		
BTDT	Bit Field Distribute with Target				
BTR	Message				
BTW	Message				
BXOR	Boolean Exclusive OR				
CC	Coordinated Control				
CLR	Clear				
CMP	Compare				
CONC	AT String Concatenate				
COP	Copy File				
COS	Cosine				
CPS	Synchronous Copy File				
CPT	Compute				

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
CTD	Count Down				
CTU	Count Up				
CTUD	Count Up/Down				
D2SD	Discrete 2-State Device				
D3SD	Discrete 3-State Device				
DDT	Diagnostic Detect				
DEDT	Deadtime				
DEG	Degrees				
DELS	String Delete				
DERV	Derivative				
DFF	D Flip-Flop				
DIV	Divide				
DTOS	DINT to String				
DTR	Data Transitional				
EOT	End of Transition				
EQU	Equal to				
ESEL	Enhanced Select				
EVNT	Trigger Event Task				
FAL	File Arithmetic and Logic				
FBC	File Bit Comparison				
FFL	FIFO Load				
FFU	FIFO Unload				
FGEN	Function Generator				
FIND	Find String				
FLL	File Fill				
FOR	For				
FRD	Convert to Integer				
FSC	File Search and Compare				
GEQ	Greater than or Equal to				
GRT	Greater Than				
GSV	Get System Value				
HLL	High/Low Limit				
HPF	High Pass Filter				
ICON	Input Wire Connector				
IMC	Internal Model Control				
INST	Insert String				
INT	G Integrator				
IOT	Immediate Output				
IREF	Input Reference				
JKFF	JK Flip-Flop				
JMP	Jump to Label				

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
JSR	Jump to Subroutine				
JXR	Jump to External Routine				
LBL	Label				
LDL2	Second-Order Lead Lag				
LDLG	Lead-Lag				
LEQ	Less Than or Equal to				
LES	Less Than				
LFL	LIFO Load				
LFU	LIFO Unload				
LIM	Limit				
LN	Natural Log				
LOG	Log Base 10				
LOWR	Lower Case				
LPF	Low Pass Filter				
MAAT	Motion Apply Axis Tuning				
MAFR	Motion Axis Fault Reset				
MAG	Motion Axis Gear				
MAHD	Motion Apply Hookup Diagnostics				
MAH	Motion Axis Home				
MAJ	Motion Axis Jog				
MAM	Motion Axis Move				
MAOC	Motion Arm Output Cam				
MAPC	Motion Axis Position Cam				
MAR	Motion Arm Registration				
MASD	Motion Axis Shutdown				
MAS	Motion Axis Stop				
MASR	Motion Axis Shutdown Reset				
MATC	Motion Axis Time Cam				
MAVE	Moving Average				
MAW	Motion Arm Watch				
MAXC	Maximum Capture				
MCCD	Motion Coordinated Change Dynamics				
MCCM	Motion Coordinated Circular Move				
MCCP	Motion Calculate Cam Profile				
MCD	Motion Change Dynamics				
MCLM	Motion Coordinated Linear Move				

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
MCR	Master Control Reset				
MCS	Motion Coordinated Stop				
MCSR	Motion Coordinated Shutdown Reset				
MCT	Motion Coordinated Transform				
MCTP	Motion Calculate Transform Position				
MDAC	Motion Master Driven Axis Control				
MDCC	Motion Master Driven Coordinated Control				
MDF	Motion Direct Drive Off				
MDOC	Motion Disarm Output Cam				
MDO	Motion Direct Drive On				
MDR	Motion Disarm Registration				
MDW	Motion Disarm Watch				
MEQ	Mask Equal to				
MGSD	Motion Group Shutdown				
MGS	Motion Group Stop				
MGSP	Motion Group Strobe Position				
MGSR	Motion Group Shutdown Reset				
MID	Middle String				
MINC	Minimum Capture				
MMC	Modular Multivariable Control				
MOD	Modulo				
MOV	Move				
MRAT	Motion Run Axis Tuning				
MRHD	Motion Run Hookup Diagnostics				
MRP	Motion Redefine Position				
MSF	Motion Servo Off				
MSG	Message				
MSO	Motion Servo On				
MSTD	Moving Standard Deviation				
MUL	Multiply				

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
MUX	Multiplexer				
MVM	Masked Move				
MVMT	Masked Move with Target				
NEG	Negate				
NEQ	Not Equal to				
NOP	No Operation				
NOT	Bitwise NOT				
NTCH	Notch Filter				
OCON	Output Wire Connector				
ONS	One Shot				
OR	Bitwise OR				
OREF	Output Reference				
OSFI	One Shot Falling with Input				
OSF	One Shot Falling				
OSRI	One Shot Rising with Input				
OSR	One Shot Rising				
OTE	Output Energize				
OTL	Output Latch				
OTU	Output Unlatch				
PATT	Attach to Equipment Phase				
PCLF	Equipment Phase Clear Failure				
PCMD	Equipment Phase Command				
PDET	Detach from Equipment Phase				
PFL	Equipment Phase Failure				
PIDE	Enhanced PID				
PID	Proportional Integral Derivative				
PI P	roportional + Integral				
PMUL	Pulse Multiplier				
POSP	Position Proportional				
POVR	Equipment Phase Override Command				
PPD	Equipment Phase Paused				
PRN	P Equipment Phase New Parameters				
PSC	Phase State Complete				
PXRQ	Equipment Phase External				

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
RAD	Radians				
RESD	Reset Dominant				
RES	Reset				
RET	Return				
RLIM	Rate Limiter				
RMPS	Ramp/Soak				
RTO	Retentive Timer On				
RTOR	Retentive Timer On with Reset				
RTOS	REAL to String				
SBR	Subroutine				
SCL	Scale				
SCRV	S-Curve				
SEL	Select				
SETD	Set Dominant				
SFP	SFC Pause				
SFR	SFC Reset				
SIN	Sine				
PRN	P Equipment Phase New Parameters				
PSC	Phase State Complete				
PXRQ	Equipment Phase External Request				
RAD	Radians				
RESD	Reset Dominant				
RES	Reset				
RET	Return				
RLIM	Rate Limiter				
RMPS	Ramp/Soak				
RTO	Retentive Timer On				
RTOR	Retentive Timer On with Reset				
RTOS	REAL to String				
SBR	Subroutine				
SCL	Scale				
SCRV	S-Curve				
SEL	Select				
SETD	Set Dominant				
SFP	SFC Pause				
SFR	SFC Reset				
SIN	Sine				

Table 5: Functions and Data

Logic Function	Description	Generic Function	Description	Data Type	Description
SIZ	E Size In Elements				
SNEG	Selected Negate				
SOC	Second-Order Controller				
SQI	Sequencer Input				
SQL	Sequencer Load				
SQO	Sequencer Output				
SQR	Square Root				
SQRT	Square Root				
SRT	File Sort				
SRTP	Split Range Time Proportional				
SSUM	Selected Summer				
SSV	Set System Value				
STD	File Standard Deviation				
STOD	String To DINT				
STOR	String To REAL				
SUB	Subtract				
SWPB	Swap Byte				
TAN	Tangent				
TND	Temporary End				
TOD	Convert to BCD				
TOFR	Timer Off Delay with Reset				
TOF	Timer Off Delay				
TONR	Timer On Delay with Reset				
TON	Timer On Delay				
TOT	Totalizer				
TPT	Tracepoints				
TRN	Truncate				
TRUN	C Truncate				
UID	User Interrupt Disable				
UIE	User Interrupt Enable				
UPDN	Up/Down Accumulator				
UPPE	R Upper Case				
XIC	Examine If Closed				
XIO	Examine If Open				
XOR	Bitwise Exclusive OR				
XPY	X to the Power of Y				

ATTACHMENT L
PROJECT DESIGN CHECKLIST

PROJECT TITLE: _____

PROJECT NO: _____

BUDGET: _____

- 1) Cost Estimate of the Construction Project within Fiscal Year/Total Project Budget
- 2) Funding requirements included in the Front End Specifications (SRF/Grants, etc.)
- 3) Consistency with funding commitments with partnering agencies
- 4) Ultimate build-out capacity / layout considerations
- 5) Design Calculations
- 6) CEQA / CEQA Plus / NEPA
- 7) Permits (See Attachment A)
- 8) Easements (plans detailing the easements with APN & ROW, easements recorded)
- 9) SCE Design Incentives process was initiated at PDR stage for the project
- 10) Control Narrative and Strategies (Operational Philosophy)
- 11) Startup Procedures
- 12) Work restriction within current plant / shutdown limitations / service interruption
- 13) Asset Inventory (New Equipment and Items to be removed)
- 14) Submittals Checklist
- 15) Potable/Recycled Water Cross Connection Considerations
- 16) Ventilation / Air-conditioning for electrical/control rooms & cabinets
- 17) QA/QC Review Date: _____ by _____
- 18) 3D Rendition for structures
- 19) Conditions from sample checklist in Section 8 – Project Design of Project Management SOP
- 20) Conditions from Sample Plan Checklists of Exhibit 12 of Project Management SOP
- 21) Site visits to verify field conditions
- 22) Geotechnical Baseline Reports with sufficient details for construction bid (percentage of cobbles, etc.)
- 23) Pothole and Ground Penetrating Radar of unknown utilities
- 24) Retention Percentage acceptable at 5% or needs increase up to 10% (requires Board approval)
- 25) Limits of construction area is delineated on the plans
- 26) HVAC Improvements consistent with Agency requirements
- 27) Confined space requirements shown on drawings after consultation w/ Safety Officer
- 28) Electrical arc-flash requirements shown on drawings after consultation w/ Safety Officer
- 29) Reference to Green Book if it's not specifically called out
- 30) Area Classification for Electrical Installations and areas where the contractor will be working

PERMITS FOR THE PROJECT

Agencies	Status
Regional Water Quality Control Board - NPDES	
SWPPP - WDID	
RWQCB - 401 Certification	
Department of Public Health	
California Department of Fish and Wildlife Services	
U.S. Army Corp of Engineers (404 Permit, Etc.)	
U.S. Fish and Wildlife	
Encroachment / Construction / Utility / Traffic / Demolition / Hazardous Waste	
1. City of Chino	
2. City of Chino Hills	
3. City of Ontario	
4. City of Rancho Cucamonga	
5. Cucamonga Valley Water District	
6. City of Fontana	
7. City of Upland	
8. City of Montclair	
9. Monte Vista Water District	
10. San Bernardino County Flood Control District	
11. Other -	
State of California Department of Industrial Relation - Safety	
Caltrans	
State Water Resources Control Board	
Occupational Safety and Health Administration (OSHA) Gaseous Permit	
South Coast Air Quality Management District (SCAQMD)	
Fire Department	
Other -	

ATTACHMENT M
SAMPLE ASSET LIST

Exhibit B



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: #####
Address:	Contract No.: 46-xxxx	IEUA Project Manager: Jamal Zughbi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:			
Proj. Name & No: RP-1 Improvements Project, EN15xxx			Invoice No. /Consult Ref XXXXXX

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)		
45-XXXXX	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00	Constr Support Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)		
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
Subtotal Contr. Amendm				\$0.00		\$0.00		\$0.00		\$0.00
Total Cont. with Amendr				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From: 9/1/2015	
	To: 9/30/2015	
Amount Earned Original Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
Amount Due This Period	\$0.00	

PRIOR PAYMENT SUMMARY:

	From:	
	To:	
Amount Earned Orig Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
Prior Payments	\$0.00	

TOTAL PAYMENT SUMMARY:

	Total Contract	
Total Original Contract	\$0.00	
Total Contract Amendments	\$0.00	
Total Payments to Date	\$0.00	
Back Charges	\$0.00	
Payment this period	\$0.00	
Balance of Contract	\$0.00	

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	10/9/2014
Contract Duration:	365
Contract Completion Date:	10/9/2015
Authorized Time Extension:	0
Revised Completion Date:	10/9/2015

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	102%
Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

Exhibit C

Celebrating
30
1986 - 2016

CIVILTEC
engineering inc.

Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management • Surveying
California • Arizona

October 11, 2016

Inland Empire Utilities Agency
6075 Kimball Ave, Building A,
Chino, California 91708

Attention: Nasrin Maleki, Senior Engineer

Subject: Proposal for Consulting Engineering Services for the
East End Avenue NRW Flowmeter Upgrades, RFP-RW-16-026

Dear Ms. Maleki:

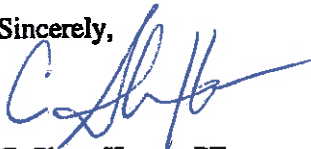
Civiltec engineering, inc. (Civiltec) proposes to provide the scope of services per our proposal dated October 11, 2016 for the above mentioned project on a time and materials, not to exceed the following total budgets without prior authorization from Inland Empire Utilities Agency. The basic budget considers the services to be completed in the phases listed below.

Phase A, B and C – Preliminary Design.....	\$66,834.00
Phase E – Engineering Design Services	\$63,320.00
Phase F – 85% Design	\$40,000.00
Phase G – 100% and Final Design	\$29,620.00
Phase H – Process Control Narrative.....	\$2,590.00
Phase I – Bid Phase Administration	\$11,190.00
Total Budget.....	\$213,554.00

Detail break down of these phases is included in the attached project budget analysis work sheet. A copy of our 2016 Rate Schedule is also included as an attachment. This rate schedule will be kept in place for the duration of the project. *Civiltec* has not included any permit or plan check fees in the budget.

Please contact me with any questions you may have. We are available to discuss this proposal at your convenience. This cost proposal is valid for a period of 90 days.

Sincerely,



C. Shem Hawes, PE
Principal, Senior Engineer

DESIGN SERVICES FOR EAST END AVENUE NRW FLOWMETER UPGRADES
Engineering Services Manhour and Cost Estimate
Date: October 11, 2016

	HOURS BY PE	HOURS BY PM	HOURS BY P/E	HOURS BY BE	HOURS BY DD	HOURS BY D	HOURS BY PT	Potholing BTL	Electrical DeRabe	3D Modeling E2D	Surveying WSS	Subconsultant Laighton Geotechnical	Miscellaneous Expenses	BUDGET	Hours
RATE	\$ 216.00	\$ 180.00	\$ 185.00	\$ 145.00	\$ 110.00	\$ 95.00	\$ 105.00	\$ 1,200.00	\$ 180.00	\$ 185.00	\$ 230.00				
Engineering Services															
PHASE A - Construction Services															
C.I Kick-off Meeting	3	3													6
C.II Permits	4		2				40						\$ 2,565.00		48
C.III Alternative Analysis		4	4	8					9						18
C.IV Preliminary Design	6	4	8	12											37
C.V Geotechnical Evaluation	2	2	2	4									\$ 13,834.00		10
C.VI Utility Research					20	20									52
C.VII Survey	2	1	2	8							20				33
C.VIII Right-of-Way		2	2	2											4
C.IX Control System Design	2	2	2	2					9						17
C.X Construction Cost Estimate	2	2	2	2											8
C.XI Prepare Preliminary Design Review Package	4	2	16	4	8										34
PHASE B - 60% Design	22	12	34	22	40	40	8	10	15	80	0	0	\$ 500.00	\$ 63,370.00	350
E.I Plans and Specifications	12	15	16	20	40	40									158
E.II Utility Research		1	2	2	4		8								11
E.III Potholing		2	5	4	12			10							33
E.IV 3D BIM Modeling Design Services	2		4		10										78
E.V Draft Process Control Narrative		4							15						19
E.VI Review Agency Design Standards	1	2	3	4											10
E.VII Prepare 80% Design Review Submittal	4	4	8	12	10	10									48
E.VIII 50% Design Workshop Meeting	3	3											\$ 500.00		6
PHASE C - 85% DESIGN	20	20	12	22	20	20	4	0	25	0	0	0	\$ 500.00	\$ 56,000.00	201
F.I Plans and Specifications	7	7	10	8	32	32	4								123
F.II 3D Model Updates		2		2						4					8
F.III Geotechnical Report		2													4
F.IV Prepare 85% Design Review Submittal	6	4	4	12	20	20	4		12						82
F.V 85% Design Review Workshop Meeting	3	3											\$ 350.00		6
F.VI 85% Design Review Workshop Meeting	4	5	4		20		32						\$ 200.00		66
F.VII 85% -Traffic Control Plan	4	5	4							0	0		\$ 400.00	\$ 79,000.00	194
PHASE D - 100% and Final Design Packages	6	7	10	8	20	20	8		22						100
G.I Final Construction Plan	7	7	10	8	20	20	8		22				\$ 450.00		58
G.II Final Specifications	7	7	8	8		8			20						8
G.III Final Engineering Cost Estimate and Schedule		2	2	4											30
G.IV 100% and Final Design Package Submittal	2	4	8	4	10		2							\$ 7,000.00	17
PHASE E - Bid Process Administration													\$ 500.00	\$ 11,100.00	58
Bid Interpretation	4	4		4					6						18
Pre-bid Meeting	4	4							2				\$ 500.00		10
Confirmed Plans and Specification	2	2	4		20				12						40
TOTAL HOURS	99	131	132	154	182	162	126	10	163	64	20	\$ 16,389.00	\$ 3,050.00	1243	1243
TOTAL BUDGET	\$ 21,285.00	\$ 23,580.00	\$ 21,780.00	\$ 22,330.00	\$ 20,020.00	\$ 15,390.00	\$ 13,230.00	\$ 12,000.00	\$ 29,340.00	\$ 10,980.00	\$ 4,600.00	\$ 16,389.00	\$ 3,050.00	\$ 213,554.00	

PM = Project Manager
PE = Principal Engineer
D = CAD Technician
AA = Admin Assistant
P/E = Project Engineer
DD = Designer/Draftsman
PT = Planning Technician
SE = Staff Engineer



Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management • Surveying
California • Arizona

RATE SCHEDULE

EFFECTIVE UNTIL DECEMBER 31, 2016

Principal Engineer.....	\$215.00
Principal Engineer - Expert Witness Testimony.....	\$340.00
Senior Engineer.....	\$200.00
Project Manager.....	\$180.00
Project Engineer.....	\$165.00
Senior Designer.....	\$160.00
Staff Engineer.....	\$145.00
Associate Planner.....	\$130.00
Designer.....	\$125.00
Designer/Drafter.....	\$110.00
Planning Technician.....	\$105.00
Resident Engineer/Observer.....	\$105.00
CAD Technician.....	\$95.00
Senior Administrative Assistant.....	\$80.00
Administrative Assistant/Clerical.....	\$75.00
Two Man Survey Party.....	\$230.00
Survey Manager.....	\$155.00
Staff Land Surveyor.....	\$125.00
Survey Technician.....	\$105.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.575/mile

NOTE: All rates are effective until December 31, 2016. Any increases in rates after that date will be limited to 5% maximum.

W:\ADMINISTRATION\Rates\SCHEDULE.16.doc

Exhibit D

East End Avenue NRW Flowmeter Upgrades

UPDATED: 10/4/7/16 (RFP)

NRW EE Flowmeter Upgrade

Project No. EN22002

	Start	End	Days
Consulting Contract Award		Dec. 21, 2016	
Design Kickoff		21-Dec-16	
Pre-Design	21-Dec-16	21-Mar-17	90
IEUA two weeks review	21-Mar-17	4-Apr-17	14
La County Review	21-Mar-17	17-Sep-17	180
50% Design	17-Sep-17	26-Nov-17	70
In-house Review	26-Nov-17	10-Dec-17	14
LA County Review	26-Nov-17	25-May-18	180
85% design	25-May-18	9-Jul-18	45
In-house review	9-Jul-18	23-Jul-18	14
100% Design	23-Jul-18	6-Sep-18	45
In-house Review	6-Sep-18	20-Sep-18	14
LA County Review	6-Sep-18	5-Mar-19	180
Final Design package	5-Mar-19	11-Mar-19	6
Bid & Award	11-Mar-19	7-Jun-19	88
Construction Contract Award		7-Jun-19	
Construction	7-Jun-19	4-Dec-19	180

**CONSENT
CALENDAR
ITEM**

1G

Date: December 21, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (12/14/16)

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone
Manager of Engineering

Subject: RP-5 Flow Equalization & Effluent Monitoring Contract Awards

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a construction contract for the RP-5 Flow Equalization & Effluent Monitoring Project No. EN11031, to SCW Contracting in the amount of \$945,029;
2. Approve a contract with Lee & Ro, Inc., to provide engineering services during construction for the not-to-exceed amount of \$68,452; and
3. Authorize the General Manager to execute the construction contract and contract amendment.

BACKGROUND

Regional Water Recycling Plant No. 5 (RP-5) has been in operation for the past twelve years. Over the course of time, demands on the use of Recycled Water (RW) have increased. Currently, operations staff has limited ability to match process flows with RW demand.

In order to address this deficiency, staff is proposing to enhance operational flexibility by providing control over the primary effluent flows greater than the RW pump station capacity of 10 million gallons per day (MGD). As such, additional automation and flow measurement points within the process are required at the primary effluent splitter box control gate and the influent gate at the chlorine contact basin.

RP-5 Flow Equalization & Effluent Monitoring Contract Awards

December 21, 2016

Page 2 of 3

As a result of the additional flow measurement points and operational changes, both the disinfection and dechlorination chemical pumps will require an upgrade to meet the new operational requirements.

On October 13, 2016, a request for bids was advertised on Planet Bids to all pre-qualified contractors for general construction under \$2 million. Five prospective contractors participated in the job walk on October 26, 2016. On November 17, 2016, the following bid was received:

Bidder's Name	Total Price
SCW Contracting	\$945,029
Engineer's Estimate	\$977,000

SCW Contracting was the lowest prequalified, responsive, and responsible bidder with a bid price of \$945,029. SCW Contracting has performed several successful projects for the Inland Empire Utilities Agency and has demonstrated good workmanship and responsiveness.

Post bid-opening, staff contacted a list of five prospective bidders to determine why they did not bid the project. Two responded stating they did not submit a bid due to an abundance of projects already in their queue, as well as, difficulties in finding responsive subcontractors to fulfill the project's bypass requirements. Although Agency staff would prefer additional contractor bids on this work prior to proceeding; the fact that the cost is less than the engineering estimate and that getting the project on-line prior to encountering summer RW demands, staff recommends awarding construction contract to SCW Contracting.

In addition to the construction contract award, staff requests that the existing contract with Lee & Ro, Inc., be amended to include engineering services during construction, increasing the contract from \$357,621 to \$426,073.

Below is the projected project budget:

Description	Estimated Cost
Design	\$480,000
Construction Services (~ 8%)	\$75,000
Engineering Services During Construction	\$68,452
Construction	\$945,029
Contingency (~10%)	\$95,000
Total Project Cost	\$1,663,481
Total Project Budget	\$3,397,200

It should be noted, that the project scope was reduced in consideration of the RP-5 Expansion Project, which will address and therefore eliminated some project components. Due to the scope reduction, the project estimated cost is less than originally budgeted.

RP-5 Flow Equalization & Effluent Monitoring Contract Awards

December 21, 2016

Page 3 of 3

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	December 2016
Project Completion	July 2017

The RP-5 Flow Equalization & Effluent Monitoring Project No. EN11031 is consistent with the *IEUA's Business Goal of Wastewater Management* that systems will be master planned, managed and constructed to ensure that when expansion planning is triggered, designs/construction can be completed to meet regulatory/growth needs in an expeditious, environmentally responsible and cost effective manner.

PRIOR BOARD ACTION

On June 18, 2014, the Board of Directors approved a contract amendment for additional engineering services during design/bid for the Flow Equalization & Effluent Monitoring Project for the not-to-exceed amount of \$182,293.

On December 18, 2013, the Board of Directors approved a contract for the engineering services during design/bid for the Flow Equalization & Effluent Monitoring Project for the not-to-exceed amount of \$159,986.

IMPACT ON BUDGET

If approved, the construction contract award and engineering services contract for the Flow Equalization & Effluent Monitoring Project No. EN11031, in the amount of \$1,013,481, will be within the total project budget of \$3,397,200 in the Regional Wastewater Capital (RC) Fund.

PJG:CB:SS:jp

RP-5 Flow Equalization & Effluent Monitoring Contract Awards

Project No. EN11031
December 21, 2016



Project Location



Project Background

- Operations currently unable to match process flows to RW demand
 - No means of flow measurement at ESB
 - Limited operational flexibility
- Disinfection process to be upgraded
 - Inefficient dosing due to lack of flow measurement at CCB
 - Chemical pumps to be replaced

Project Scope

- Automate flows to ESB with level sensor and controls
 - Requires bypass of primary splitter box during construction
- Install level sensor and weir gate to regulate CCB dosing
- Replace existing chemical pumps



Emergency Storage Basin (ESB)



Chlorine Contact Basin (CCB)

Bid Summary

On October 13, 2016, bids advertised Planet Bids

On October 26, 2016, five contractors attended job walk

On November 17, 2016, the following bids were received:

Bidder's Name	Total Price
SCW Contracting	\$945,029
Engineer's Estimate	\$977,000

Project Cost and Schedule

Description	Estimated Cost
Design	\$480,000
Construction Services (~8%)	\$75,000
Engineering Services During Construction	\$68,452
Construction	\$945,029
Contingency (~10%)	\$95,000
Total Project Cost	\$1,663,481
Total Project Budget	\$3,397,200

Project Milestone	Date
Construction Contract Award	December 2016
Construction Completion	July 2017

IEUA Goal/Recommendation

Staff Recommends the Board Approves:

- Award of a construction contract or the RP-5 Flow Equalization & Effluent Monitoring Project No. EN11031, to SCW Contracting in the amount of \$945,029;
- Approve a contract with Lee & Ro, Inc., to provide engineering services during construction for the not-to-exceed amount of \$68,452; and
- Authorize the General Manager to execute the construction contract and contract amendment.

The RP-5 Flow Equalization and Effluent Monitoring project is consistent with the *IEUA's Business Goal of Wastewater Management* that systems will be master planned, managed and constructed to ensure that when expansion planning is triggered, designs/construction can be completed to meet regulatory/growth needs in an expeditious, environmentally responsible and cost effective manner.



CONTRACT NUMBER: 4600002249

FOR

**CONSTRUCTION OF THE
RP-5 FLOW EQUALIZATION AND EFFLUENT MONITORING
PROJECT, NO. EN11031**

THIS CONTRACT, made and entered into this _____ day of _____, 2016, by and between SCW Contracting Corporation, located in San Diego County, hereinafter referred to as "Contractor", and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of Agency's specifications entitled **SPECIFICATIONS FOR RP-5 FLOW EQUALIZATION & EFFLUENT MONITORING PROJECT NO EN11031**, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as

in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.

3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price: Nine Hundred Forty Five Thousand Twenty Nine Dollars and Zero Cents (\$945,029.00).

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency **One Hundred and Eighty (180)** calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of Two Thousand

(\$ 2,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D - Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section D - Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D - Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H - Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

- 9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.**
- 10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.**
- 11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by**

Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.

12. That the Contractor shall carry insurance coverage at least as broad as:
 - a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.

14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.


[Signature Page To Follow]

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

**INLAND EMPIRE UTILITIES AGENCY:
(*A Municipal Water District)**

**SCW CONTRACTING
CORPORATION:**

By _____
General Manager

By  _____

Date: _____

Date: 11/30/2016

[Remainder of Page Intentionally Left Blank]

ATTACHMENTS

[Specifications, Contractor's Bid]

SECTION C - BID FORMS

1.0 THIS BID IS SUBMITTED

A. For construction of the work, identified as follows:

RP-5 Flow Equalization & Effluent Monitoring Project No. 11031

B. To the Agency (Owner), identified as:

Inland Empire Utilities Agency *
6075 Kimball Avenue
Chino, California 91708

* A Municipal Water District

C. For post bid results, the bidder can review PlanetBids at

<https://www.planetbids.com/portal/portal.cfm?CompanyID=27411>.

2.0 CONDITIONS

A. Bidder Proposes and Agrees

The undersigned bidder proposes and agrees, if this bid is found to provide the lowest overall cost to the Agency, and meets all Agency requirements, to execute a written contract following the format included in the bidding documents and designated in Section D, "Contract"; to secure and deliver to the Agency, the bonds, certificates of insurance and any other items required in the project specifications; to perform and furnish the work as specified and indicated in the bidding documents for the contract price indicated in this bid, within the contract time indicated in said form of the Contract, and in accordance with the other terms and conditions of the bidding documents.

B. Bidder Accepts Terms and Conditions

1. The bidder accepts the terms and conditions of the Bidding and Contract Requirements, Section A - Notice Inviting Bids, and Section B - Instructions to Bidders, including without limitations those dealing with the disposition of the bid security.
2. This bid will remain subject to acceptance for ninety (90) calendar days, after the day of opening the bids.

BID SCHEDULE
Schedule of Prices for the Construction of the:
RP-5 Flow Equalization and Effluent Monitoring Project
Inland Empire Utilities Agency

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1.	Mobilization	—	LS	—	\$ <u>46,140</u>
2.	Emergency Storage Basin (ESB) Splitter Box Ultrasonic Level Sensor and Modulating Actuator	—	LS	—	\$ <u>196,063</u>
3.	Flow Monitoring (Ultrasonic Level Sensor) and FRP Weir at Chlorine Contact Basin (CCB) Inlet Structure	—	LS	—	\$ <u>4,707</u>
4.	Sodium Hypochlorite and Sodium Bisulfite Metering Pump System Rehabilitation	—	LS	—	\$ <u>500,063</u>
5.	Temporary Bypassing of Primary Clarifier Effluent around ESB Splitter Box	—	LS	—	\$ <u>112,587</u>
6.	Demobilization	—	LS	—	\$ <u>24,269</u>
7.	Act of God	—	LS	—	\$ <u>1,200</u>

TOTAL OF ALL ITEMS OF THE BID SCHEDULE:

\$ 945,029⁰⁰
 (Price in figures)

nine Hundred forty five thousand , Twenty nine dollars
 (Price in words)

3. Upon receipt, the bidder will sign and return to the Agency the agreement, which follows the form of the Contract, Bidding and Contract Requirements, Section D – Contract and Relevant Documents Part 1.0.
4. The bidder will, within the time stipulated in the Bidding and Contract Requirements Section B - Instructions to Bidders, Part 19.0, "Execution of Contract", after receipt of the notice of award and the executed Contract deliver to the Agency the Performance Bond, the Payment Bond, and the Certificates of Insurance, and any other items required in the project specifications.

3.0 PRICES INCLUDE

A. Taxes and Fees

Applicable sales taxes; State, Federal, and special taxes; patent rights and royalties; and other applicable taxes and fees are included in the price of this bid.

- B. All prices have been filled in and are proposed as firm fixed unit price amounts throughout this bid term validity.

4.0 BIDDING SCHEDULE

Schedule of prices to furnish and install "RP-5 FLOW EQUALIZATION & EFFLUENT MONITORING PROJECT No.11031" including all material, equipment and labor complete in accordance with the specifications and accompanying drawings.

Prices bid shall include all labor, equipment, apparatus, materials, facilities transportation, insurance, taxes, permits, shop drawings, overhead, profit, mobilization costs, incidentals, and any other costs necessary to furnish, deliver, install or perform work under the subject bid item in conformance with the plans, specifications, and permits complete. Payment of bid items shall be as specified in Section 01270 Measurement and Payment. The Bidding Schedule Table is located on the following page, and must be completed, in full.

The Bidder declares that the cost for labor, materials, equipment and incidentals necessary for sheeting, shoring, bracing and other excavation supports required by the Labor Code of the State of California, the Construction Safety Orders of the Division of Industrial Safety of the State of California, and the California Occupational Safety and Health Act of 1973, is included in the total lump sum bid and that such cost is indicated in the Bid Schedule.

Only lump sum bids will be accepted.

Total Bid Price \$ 945,029⁰⁰ dollars
(in numeric figures)

nine Hundred forty Five Thousand twenty nine dollars
(written in words)

5.0 BID ALTERNATES

- A. The undersigned bidder offers to make, at the bid alternate prices following, the changes in the work covered in the lump sum bid that are specified in the bid alternates priced below.
- B. It is understood that:
1. All bid alternate prices must be filled in, or stated as no bid submitted.
 2. The acceptance or rejection of any or all of these bid alternates is at the option of the Agency.
 3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
 4. The acceptance or rejection of one or more bid alternates will not affect the lump sum bid, nor other conditions of this bid, nor the price of other accepted bid alternates.
 5. The addition or deduction shown herein for each bid alternate is the net addition or net deduction that is to be applied to the lump sum bid of the undersigned if the bid alternate is accepted by the Agency.
 6. The contract price shall be the net amount determined by applying the bid alternate prices of all accepted bid alternates to the lump sum bid.

6.0 ADD OR DEDUCT UNIT PRICE

- A. The undersigned bidder will accept as, adjustment to the lump sum bid for quantities of work different than indicated in the bidding documents, the amount resulting from applying to the differences (actual versus estimate) the below-listed unit prices.

For adding insurance coverage in the amount of fifty (50) percent of the lump sum bid against the risk of tidal wave and earthquake of any magnitude, deemed an act of God as provided in Section 7105 of the Public Contract Code, add the lump sum price of

\$ 1,200⁰⁰
(in numeric figures)
Twelve Hundred Dollars dollars
(written in words)

B. The Agency assumes that all additive or deductive unit prices have been filled in and that the prices are reasonable. However, it is understood that the additive or deductive prices are subject to the Agency's approval prior to award of the Contract.

ITEM	DESCRIPTION	UNIT PRICE	UNIT PRICE (written)
ADDITIVE ITEMS			
1.			dollars (written)
2.	N/A		dollars (written)
DEDUCTIVE ITEMS			
1.			dollars (written)
2.	N/A		dollars (written)

C. Costs Included in the Preceding Lump Sum Bid

The undersigned bidder declares that the cost for labor, materials, equipment, and incidentals necessary for sheeting, shoring, bracing and other excavation supports required by the Labor Code of the State of California, the Construction Safety Orders of the Division of Industrial Safety of the State of California, and the California Occupational Safety and Health Act of 1973, is included in the lump sum price of this bid and that such cost is as follows:

\$ 1,200 (numbers)

one thousand two hundred dollars (words)

7.0 LIST OF EQUIPMENT MANUFACTURERS

A. The undersigned bidder is naming in this Section, the manufacturer or supplier that will furnish the respective item of equipment for the work identified in the Bidding and Contract Requirements, Section C - Bid Forms, Part 8.0, and "List of Equipment". Bidder shall list one name for each item of equipment identified in the Bidding and Contract Requirements, Section C - Bid Forms, Part 8.0, "List of Equipment".

B. The bidder agrees that in the event any listed manufacturer or supplier is not

specifically named in the specifications, the bidder shall, prior to award, submit complete information, satisfactory to the Agency, demonstrating that such manufacturer's or supplier's equipment meets the requirements of the bidding documents.

If, in the opinion of the Agency, the listed manufacturer's or supplier's equipment does not meet the requirements of the bidding documents, the bidder's bid will be rejected unless, prior to award, the bidder, in writing agrees to furnish and install equipment that does meet the requirements of the bidding documents, without change in the prices of the bid.

- C. Where manufacturers' or suppliers' names are listed next to specific items of equipment, this shall be interpreted to mean that such manufacturers may not be substituted, in accordance with the stipulations in the Bidding and Contract Requirements, Section B - Instructions to Bidders, Part 4.0, "Product Substitution".

8.0 LIST OF EQUIPMENT

Section No.	Equipment Description	Manufacturer
	N/A	

9.0 SHOP DRAWING SUBMITTALS WITH THE BID (Optional Section)

All bids shall be submitted with shop drawings for the items listed below in accordance with the contract documents:

SECTION NO.	ITEM
	N/A

--	--

The Agency shall provide compensation for preparation of shop drawings only to the lowest responsible bidder whose bid complies with all the requirements prescribed in the contract documents.

10.0 LIST OF SUBCONTRACTORS

- A. The undersigned bidder lists under the Bidding and Contract Requirements, Section C - Bid Forms, Part 10.0, "List of Subcontractors", the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the total bid, and the portion of the work which will be done by each subcontractor.
- B. The undersigned bidder understands that circumvention by the bidder of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the work is a violation of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4, of the California Public Contract Code) and shall subject the bidder to the penalties set forth in said Act (Sections 4110 and 4111 of said Code).

<u>Name</u>	<u>Location of Business</u>	<u>Type of Work</u>	<u>License No.</u>
Davis Electric	Yucipia CA	Electric I&C	761461
National Coatings & Lining	Murrieta	Painting & Coating	886430

11.0 EXPERIENCE DATA

The undersigned bidder shall submit, under the Bidding and Contract Requirements, Section C - Bid Forms, Part 12.0, "Description of Previous Projects by the Bidder", a brief description of all work previously executed in the past seven (7) years by the bidder and the locations of all projects; giving the year in which done, the manner of execution, name, address, and telephone number of the owner, overall cost when constructed, and such other information so as to evidence the bidder's ability to perform the work.

12.0 DESCRIPTION OF PREVIOUS PROJECTS BY THE BIDDER

See Attached

13.0 WORKERS' COMPENSATION INSURANCE

In conformance with the current requirements of Section 1861 of the Labor Code of the State of California, the undersigned bidder confirms the following as its certification:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work."

14.0 BIDDER IDENTIFICATION

The undersigned has the legal authority to bind the bidder to the Contract for the execution of the work.

A. Legal name of Bidder SCW Contracting Corporation

B. Type of firm

sole proprietor partnership corporation

Other _____

If corporation, incorporated in the State of: California

C. Bidder's Business Address:

2525 N. Old HWY 395 Fallbrook, Ca 92028

D. Bidder's Business Telephone: 760-728-1308 Ext 115

E. Business License number issued by the city where the bidder's principal place of business is located. *SCW IS IN AN UNINCORPORATED AREA OF SAN DIEGO COUNTY*

Number _____ Issuing City _____

Expiration Date _____

15.0 PERSONS AND PARTIES INTERESTED IN THIS BID

A. The names and residences of persons and parties interested in this bid, as principals, are listed under the Bidding and Contract Requirements, Section C - Bid Forms, Part 15.B, "List of Principals".

- 1. The first and last names are given in full.**
- 2. In case of a corporation, the names and addresses of the President, Secretary, Treasurer, and Manager are given.**
- 3. In case of a partnership or joint venture, the names and addresses of all the individual members are given.**

B. List of Principals

Jeffrey Scrape- President, Treasurer 2525 N. Old Hwy 395 Fallbrook, Ca 92028

Suzanne Scrape- Secretary 2525 N. Old Hwy 395 Fallbrook, Ca 92028

Andrew Scrape- Vice President 2525 N. Old Hwy 395 Fallbrook, Ca 92028

16.0 DECLARATION

A. I/WE declare under penalty of perjury under the laws of the State of California, that the statements in these Bid Forms are true and correct.

B. Date, NOV 16, 2016 at Fallbrook, California.

C. By (signature) 

D. Printed Name and Position Jeffrey Scrape President

E. Stamp Seal

17.0 ADDENDA

The undersigned acknowledges receipt of Addenda Nos.:

1,2,3,_____

18.0 BIDDER'S STATEMENT

Bid to: Inland Empire Utilitles Agency, A Municipal Water District

The undersigned bidder hereby proposes to furnish, deliver and erect all equipment under the bidding schedule of the Agency's specifications entitled "RP-5 Flow Equalization & Effluent Monitoring Project No. 11031" in accordance with the intent of said specifications and all addenda issued by said Agency prior to opening of the bids.

Said bidder agrees that, if this bid is determined to provide the lowest overall cost to the Agency, and meets all Agency requirements, that upon receipt of the Contract, from said Agency, bidder will properly execute and return said Contract, of which the Notice Inviting Bids, Instructions to Bidders, Bid, Information Required of Bidder, Specifications, Drawings, and all addenda issued by said Agency prior to the opening of bids, are a part; and within ten (10) calendar days after receipt of the notice of award and the executed Contract, bidder will secure the required insurance and bonds and furnish the required certificates; and that upon failure to execute said Contract, and/or furnish the required insurance, bonds and certificates within said time, then the bid guarantee furnished by said bidder shall be forfeited to said Agency as liquidated damages for such failure; provided, that if said bidder shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his bid guarantee, if furnished, shall be returned to him within five (5) calendar days thereafter, and the bid bond, if furnished, shall become void.

The bidder acknowledges and understands that a waiting period from time of bid opening until award may be ninety (90) calendar days during which bidder may not withdraw his bid. The bidder further acknowledges that he has adjusted his bid price to include all possible items which may influence the bid during the waiting period. Requests for bid price change due to such a delay shall not be agreed to by the Agency.

If the bidder is awarded a Contract in conjunction with this bid, the Surety who will provide the Performance Bond will be Liberty Mutual Surety whose address is

790 The City Dr South Suite 200
Orange CA 92868
City State Zip

Said bidder further agrees to complete all work required under the Contract within the time stipulated in the specifications, and to accept, as full payment therefore, the prices(s) named in the above-mentioned bidding schedule.

Date: 11-16-2016

SCW Contracting Corporation (Bidder)

By: 
(Signature)

President
(Title)

19.0 NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF San Diego)ss.

Jeffrey Scrape, affiant, the
(Individual completing affidavit)

President, of
(Position with firm of the individual completing affidavit)

SCW Contracting Corporation, the
(Name of the Firm)

party making the foregoing bid, having first been duly sworn, deposes and says that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature of Affiant

Subscribed and sworn to before me

this _____ day of _____, 20____

Signature of Notary Public in and for

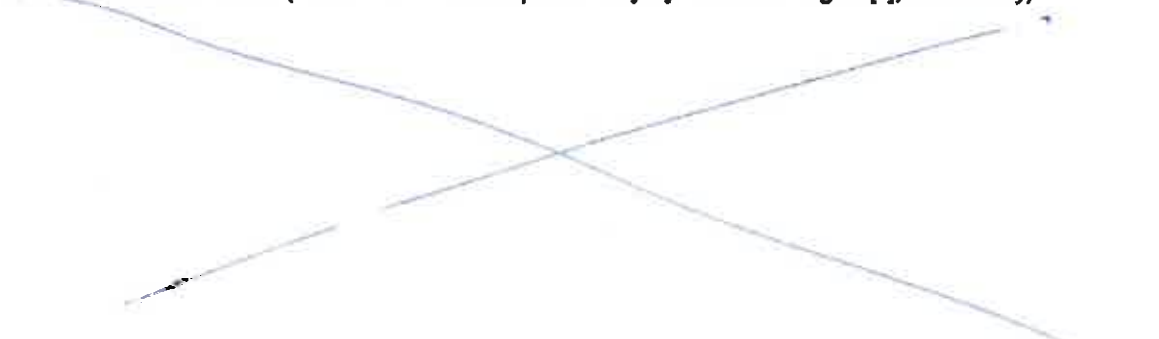
the County of San Diego

State of California.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

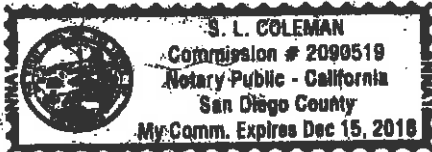
State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 16th day of November, 2016
 by Jeffrey Scrape
Date Month Year

(1) _____

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature *S. L. Coleman*
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit Document Date: Nov. 16, 2016

Number of Pages: 1 Signer(s) Other Than Named Above: _____

20.0 BIDDER'S BOND (Ten (10) Percent of the Total Bid)

Bond Number _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That SCW CONTRACTING CORPORATION , as Principal

and LIBERTY MUTUAL INSURANCE COMPANY , as Surety

are held and firmly bound unto the Inland Empire Utilities Agency, a Municipal Water District hereinafter designated as the "Agency", in the sum of ^{TEN PERCENT OF} ~~GREATER AMOUNT BID~~ dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

RP-5 FLOW EQUALIZATION & EFFLUENT MONITORING PROJECT NO. 11031

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the Instructions to Bidders (Part 1, Section II) bound with said specifications, enters into a written agreement and fully executes the Contract bound with said specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Agency and judgment is recovered, said Surety shall pay all costs incurred by said Agency in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this 14TH day of NOVEMBER , 2016

SCW CONTRACTING CORPORATION
Principal (print name)

By: 
Signature
JEFFREY SCRAPE, PRESIDENT

(Corporate Seal)

Continued on page 2

Bond Number _____

SECOND PAGE OF BID BOND

Bidding Schedule(s) titled:

RP-5 Flow Equalization & Effluent Monitoring Project No.11031.

LIBERTY MUTUAL INSURANCE COMPANY

SURETY

MARK D. IATAROLA

Surety agent (print name)

By: *Mark D. Iatarola*

(Surety Seal)

Signature

MARK D. IATAROLA, ATTORNEY-IN-FACT

Surety address

LIBERTY MUTUAL INSURANCE COMPANY

ATTN: SURETY CLAIMS DEPARTMENT

1001 4TH AVENUE, SUITE 1700

SEATTLE, WA 98154

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)

On 11/14/2016 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7457024

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heleen Maloney; Jiselle Marie Sanchez; John G. Maloney; Mark D. Iatarola; Michelle M. Basuil

all of the city of Escondido, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of August, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

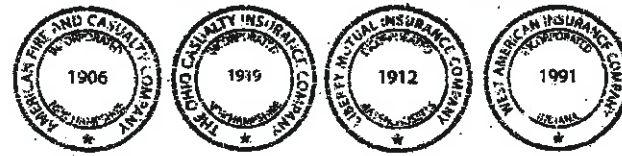
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14TH day of NOVEMBER, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

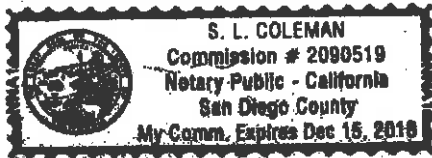
State of California)
County of San Diego)

On November 16, 2016 before me, S.L. Coleman, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Scrape
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: Nov. 14, 2016
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Scrape
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: SCW Contracting Corporation

Signer Is Representing: _____

21.0 CONTRACTOR'S LICENSE DECLARATION

(Business and Professions Code Section 7028-15)

The undersigned declares that he/she is Jeffrey Scrape- President
(party preparing foregoing bid)

of SCW Contracting Corporation
(name of bidding firm)

A. Bidders California Contractor's License Number:

1. Bidder's Contractor's License Number is as follows:

630435 Classification: A, C60, C51

2. The expiration date of bidder's Contractor's License

is: October 31, 2017.

3. Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

22.0 BUSINESS OWNERSHIP INFORMATION

Business Ownership Information

Are you a WMDVBE* certified business? Yes No
*(Women, Minority, Disabled, Veteran Business Enterprise)

Certification must be received from California Public Utilities Commission clearing House. Call Toll Free: 800-359-7998 or 415-928-6892 for additional information. Please check those that apply:

- | | |
|--|--|
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> African-American-Owned Business |
| <input type="checkbox"/> Disabled-Owned Business | <input type="checkbox"/> Veteran-Owned Business |
| <input type="checkbox"/> Native-American-Owned Business | <input type="checkbox"/> Hispanic-Owned Business |
| <input type="checkbox"/> Caucasian-American-Owned Business | <input type="checkbox"/> Underrepresented Asian-Owned Business |



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

ADDENDUM NUMBER ONE (1)
To
Invitation For Bid No. IFB-MB-17-007
RP-5 Flow Equalization and Effluent Monitoring
Project No. EN11031
October 25, 2016

This Addendum Number One (1) shall be considered as part of the Contract Documents and is issued to change, amplify, delete from or otherwise explain these documents. This addendum shall have precedence over the original documents and shall govern.


I. **Question:**
Section 01270-6 Measurement of Payment Bid Schedule Item's 3 & 5 are the same. Please clarify if this is correct.

Answer:
Items 3 and 5 should not be the same and have been corrected. The revised bid schedule is included as Attachment 1 to this Addendum No. 1.

II. **Question:**
Is this Bid Schedule required with the bid documents?

Answer:
Yes, the completed bid schedule is a required bid document.


III. **Attachments:**
1. Revised Bid Schedule



 Jesse Pompa, P.E.
 Senior Engineer
 Project Manager

10/25/16

 Date



 Shaun Stone, P.E.
 Manager of Engineering

10/25/16

 Date



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

To confirm receipt of this addendum, please sign and date below. **The original signed document shall be included with your submitted bid package.**

Signature

Date

11-16-2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

ADDENDUM NUMBER TWO (2)
To
Invitation For Bid No. IFB-MB-17-007
RP-5 Flow Equalization and Effluent Monitoring
Project No. EN11031
November 1, 2016

This Addendum Number Two (2) shall be considered as part of the Contract Documents and is issued to change, amplify, delete from or otherwise explain these documents. This addendum shall have precedence over the original documents and shall govern.

I. Question:

During the job walk, it was mentioned that stop logs are to be provided by the Contractor to direct and/or isolate flow in the Aeration Basin influent channel to the appropriate Aeration basin. Please provide more description, the location, and any as-built drawings or information relating to the stop log channels.

Answer:

The splitter box modifications require complete isolation of the splitter box and piping, which are to be accomplished by installation plugs within the two 36-inch primary clarifier effluent pipes and the 54-inch aeration basin influent pipe. Temporary piping and pumps (one pump plus backup) will be setup to redirect flow from one primary clarifier effluent box to the aeration basin influent structure.

For safety purposes, an additional pump will be provided by the contractor to allow for pumping to the Equalization Basin while the Splitter Box is bypassed. In total, three pumps will be required – one to bypass flow to the aeration basin, one to bypass flow to the equalization basin, and a backup pump.

The Contractor is to dewater the splitter box influent and effluent lines for a condition assessment, which will be performed by a third party as part of this work. Please see Attachment A for relevant drawings and additional information.

II. Question:

During the job walk it was mentioned that a pipeline condition assessment would be performed during the bypassing of the Emergency Storage Basin. It was also mentioned that the Contractor would be responsible for dewatering the Aeration influent channel and pipelines to allow access for IEUA to perform this



assessment. Please provide the parameters / outline of this work as this will affect the duration of the bypassing operations.

Answer:

The contractor will be responsible for dewatering the splitter box and all influent and effluent piping up to the temporary plugs. After the equipment has been dewatered, the contractor will perform minor cleaning of the lines with a hose to prepare for a third party to conduct a condition assessment. The third party will perform a camera inspection of the influent and effluent lines. The condition assessment is expected to take approximately 4 hours.

iii. Question:

Epoxy anchors are called out in several details, and will add additional time to the installation. These installations are performed while under bypass or a limited shutdown. Please approve the use of a wedge type anchor in lieu of the epoxy anchors (i.e. Hilti, Simpson, Powers, or Redhead). Reference Details: Detail 1/M-02 Transmitter Stilling Well and Section A/M-03 Chlorine Contact Basin FRP WeirDetail 1/M-03 Ultrasonic Level Sensor Bracket Mount

Answer:

Heavy-duty expansion wedge type anchor bolts are acceptable replacements for epoxy anchors that will be installed in areas under bypass or in the Chlorine Contact Basin where equipment will be installed during periods of low flow. The wedge type anchor bolts must be 316 SST.

IV. Question:

Please provide the trending data showing historical minimum, average, and peak flow rates for the following: Primary Clarifier No. 1 Effluent, Primary Clarifier No. 2 Effluent, and Chlorine Contact Basin Inlet

Answer:

Since only one clarifier will be operational during the splitter box bypass, the clarifier effluent flow will be equivalent to the plant influent. Historical data shows the contractor should size pumps for an average flow of 8.2 million gallons per day (MGD) and a peak flow of 15 MGD.

During low flow periods, when work is to be performed at the Chlorine Contact Basin (CCB), average plant influent flow is approximately 3 MGD. However, plant operations can divert flow to ensure no influent flow into the Chlorine Contact Basin during the period of work.

V. Question:



Please provide the following as-built drawings. Emergency Storage Basin Splitter Box, Primary Clarifier No. 1 & No. 2, Aeration Basin Influent Channel (Northside of aeration basins), Chlorine Contact Basin Inlet Structure

Answer:

Please see Attachment A for as-built drawings.

VI. Question:

Sheet E-09 appears to show new stub outs in the duct bank to be installed. Is this accurate?

Answer:

The four conduits shown on Sheet E-09 are existing stub outs near the primary clarifier effluent. There are no new stub outs to be installed in the duct bank as part of this project.

VII. Question: Will signed drawings be issued?

Answer:

Please see Attachment B for the signed drawing set.

VIII. Question: What type of material is to be used for piping in the chemical pump replacement?

Answer:

All piping material installed as part of the chemical pump replacement, unless otherwise noted in the drawings, is to be CPVC.

IX. Question: Can Contractors see Condition Assessment performed on concrete?

Answer:

Please see Attachment C for the Condition Assessment. Please note that this Condition Assessment evaluated several areas of concern, but this project only addresses the tertiary chemical facility.

X. Question: The installation of the weir plate and level sensor will be performed without a bypass by scheduling the work during low flow. When is the period of low flow?

Answer:

The facility's low flow period is from 12:00 A.M. to 4:00 A.M. Work will need to be scheduled between these times to facilitate installation without a bypass.




XI. Question: Will the bid period be extended as a result of this addendum?

Answer: Yes, the bid opening date will be extended to Thursday, November 17th at 2:00PM.

XII. Attachments:

1. *Bypass Information and As-Built Drawings*
2. *Signed Drawings*
3. *Tertiary Chemical Facility Condition Assessment*




 Jesse Pompa, P.E.
 Senior Engineer
 Project Manager



 Date

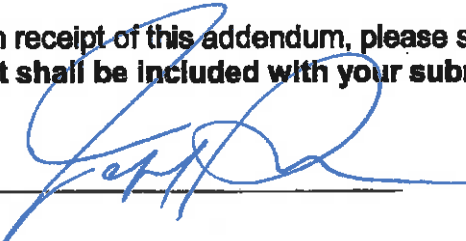


 Shaun Stone, P.E.
 Manager of Engineering




 Date

To confirm receipt of this addendum, please sign and date below. The original signed document shall be included with your submitted bid package.



 Signature




 Date



ADDENDUM NUMBER THREE (3)
To
Invitation For Bid No. IFB-MB-17-007
RP-5 Flow Equalization and Effluent Monitoring
Project No. EN11031
November 1, 2016

This Addendum Number Three (3) shall be considered as part of the Contract Documents and is issued to change, amplify, delete from or otherwise explain these documents. This addendum shall have precedence over the original documents and shall govern.

- I. Specification Revision: Section A, 1.0, Receipt of Bids (changes in bold):**
Sealed bids will be received at Inland Empire Utilities Agency, Headquarters Building 'A', located at 6075 Kimball Avenue Building "A", Chino, California, 91708, until 2:00 p.m. on **November 17, 2016**, for the Flow Equalization & Effluent Monitoring Project No. 11031.
The bids will be publicly read immediately following receipt of bids at the office of the Agency listed above.



Jesse Pompa, P.E.
Senior Engineer
Project Manager



Date

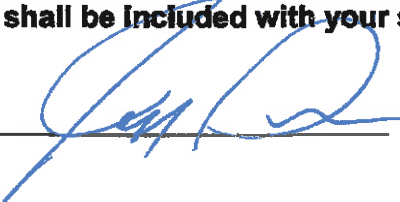


Shaun Stone, P.E.
Manager of Engineering




Date

To confirm receipt of this addendum, please sign and date below. The original signed document shall be included with your submitted bid package.



Signature



Date



ADDENDUM NUMBER FOUR (4)
To
Invitation For Bid No. IFB-MB-17-007
RP-5 Flow Equalization and Effluent Monitoring
Project No. EN11031
November 14, 2016

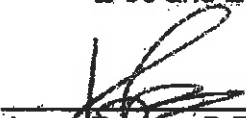
This Addendum Number Four (4) shall be considered as part of the Contract Documents and is issued to change, amplify, delete from or otherwise explain these documents. This addendum shall have precedence over the original documents and shall govern.

I. Question:

There was no mention of a new starter on the job walk, and I do not see anything in the specifications. Although, on drawing E-07 it appears that there is to be a new NEMA size 3 starter and 100A circuit breaker installed as a spare. Can you please clarify?

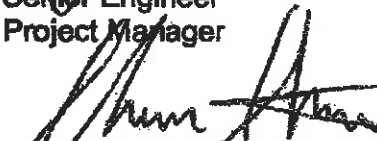
Answer:

A new NEMA size 4 starter and 100A circuit breaker are not required. The drawing E-06 and E-07 are revised and attached.



Jesse Permpa, P.E.
Senior Engineer
Project Manager

11/14/16
Date



Shaun Stone, P.E.
Manager of Engineering

11/14/16
Date

To confirm receipt of this addendum, please sign and date below. The original signed document shall be included with your submitted bid package.



Signature

11/17/16
Date



CONTRACT AMENDMENT NUMBER: 4600001588-003
FOR
RP-5 FLOW EQUALIZATION
AND
EFFLUENT MONITORING PROJECT

AMENDMENT THREE is made and entered into this _____ day of _____, _____ by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "Agency" and "IEUA"), and Lee & Ro, Inc. of City of Industry, California (hereinafter referred to as "Consultant"), for provision of consulting engineering services required for the design, bid period and construction administration assistance of the RP-5 Flow Equalization and Effluent Monitoring Project No. EN11031.00 (referred to as "the Work ") and shall revise the Contract as amended:

REVISE SECTION FOUR, SCOPE OF WORK, TO ADD:

Consultant shall furnish additional consulting services outlined in Consultant's proposal dated November 22, 2016, attached hereto, referenced herein, and made a part hereof as Exhibit A.

REVISE SECTION SIX, COMPENSATION, TO ADD PARAGRAPH FOUR AS READS:

Additional compensation in the amount of \$68,452.00 is hereby authorized in accordance with Project Manager's Purchase Requisition 10038575 and as outlined in Exhibit A, attached hereto and made a part hereof. In compensation for the additional Work represented by this contract amendment, Agency shall pay Consultant a **NOT-TO-EXCEED** maximum total of \$426,073.00 for all services provided.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

WITNESSETH, that the parties hereto have mutually covenanted and agreed as per the above amendment items, and in doing so have caused this document to become incorporated into the Contract documents.

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

LEE & RO, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Dhiru Patel
Vice President/So. California Regional Mgr.

D Patel

11/23/16
(Date)

Exhibit A

November 22, 2016

Mr. Jesse Pompa, P.E.
Inland Empire Utilities Agency (IEUA)
6075 Kimball Ave., Building B
Chino, CA 91708

**Subject: Proposal for Amendment No. 3 for Engineering Services during Construction
RP-5 Flow Equalization and Effluent Monitoring Project (EN11031.00)**

Project No. 1138

Dear Mr. Pompa:

In response to your request, LEE & RO is pleased to submit this letter proposal for engineering services during the construction.

The scope of work tasks for the engineering services during construction is summarized below and is in accordance with original request for proposals (RFP-RW-13-068).

1. Attend Pre-Construction Meeting
2. Prepare One Conformed Set of Bid Plans and Technical Specifications
3. Attend Weekly Construction Meetings
4. Review Contractor's RFIs
5. Review Contractor's Shop Drawing Submittals
6. Attend Construction Workshops
7. Assist Agency with RFD/CO
8. Prepare O&M Manual
9. Conduct Workshop for Start-up and Onsite Support
10. Prepare As-Built Record Drawings
11. Provide Training Session to Agency Staff

LEE & RO proposes a not to exceed fee of \$68,452 as shown in Exhibit 1, attached.

We thank you for opportunity to work on this project. Please call if you have any comments or questions.

Very truly yours,

LEE & RO, Inc.



Jay Jung, P.E.
Project Manager

CC: Rick Liskow, L&R

Enclosure: Exhibit 1 – Fee Proposal

November 22, 2016

**Engineering Services during Construction for the
RP-5 Flow Equalization and Effluent Monitoring (EN11031.00)**

Exhibit 1 - Fee Proposal

Task ID	Labor Category Used for Fee Estimate: E7 Supervising Engineer, E6 Principal Engineer, E5 Senior Engineer, E3 Associate Engineer, T4 Designer T3 Associate Designer, and A3 Word Processor	Hours per Labor Category						Total Hours	Labor Cost	Other Direct Costs (ODCs)	TOTAL FEES	
		E7	E6	E5	E3	T4	T3					A2
		LABOR CLASSIFICATION AND BILLING RATE (\$/hr)										
	Task Description	\$206	\$185	\$167	\$136	\$120	\$105	\$80				
	Engineering Services and Support During Construction											
1	Attend Pre-construction Conference		3	9					6	\$1,056	\$50	\$1,106
2	Prepare Conformed Set of Bld Plans		2	4	6	5	8	6	31	\$3,828	\$250	\$4,078
3	Attend Weekly Construction Meetings (assume 24 meetings for 180 days)		30	20	12				62	\$10,510	\$400	\$10,910
4	Review Contractor's RFIs (assume 20 RFIs @ 2 hrs each plus clerical)		4	20	20			6	50	\$7,320		\$7,320
5	Review Contractor's Shop Drawing Submittals (assume 17 submittals @ 3 hrs and 7 resubmittals @ 1.5 hrs plus clerical)		6	24	30			8	68	\$9,888	\$50	\$9,938
6	Attend Construction Workshops		12	16	12			4	44	\$6,872	\$50	\$6,922
7	Assist Agency with RFD/CO	1	6	16	12	8		2	45	\$6,748	\$50	\$6,798
8	Prepare O&M Manual	2	6	24	18		12	6	70	\$10,130	\$100	\$10,230
9	Start-up/Commissioning Workshops and Onsite Supports		16	18				3	37	\$6,236	\$50	\$6,286
10	Prepare As-Built Record Drawings		2	4		6	12		24	\$3,016	\$100	\$3,116
11	Provide One 8-hr Training Session			8				4	12	\$1,696	\$50	\$1,746
	TOTAL HOURS AND FEES	3	89	157	110	19	32	39	449	\$67,302	\$1,150	\$68,452

**CONSENT
CALENDAR
ITEM**

1H

Date: December 21, 2016

To: The Honorable Board of Directors

Through: Finance, Legal & Administration Committee (12/14/16)

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee
Manager of Planning and Environmental Resources

Subject: Approval of City of Upland's Extra-Territorial Request for the Sycamore Hills Development

RECOMMENDATION

It is recommended that the Board of Directors adopt the resolution approving the extra-territorial request for sewer service from the City of Upland for the Sycamore Hills Development.

BACKGROUND

The Regional Sewage Service Contract (Regional Contract) defines sewer service areas to be within the Inland Empire Utilities Agency (IEUA) boundary; when a service area is immediately adjacent to the IEUA boundary, service conditions are provided as extra-territorial (ET) service.

The City of Upland (Upland) submitted an ET request to IEUA on November 1, 2016. The area is part of a development known as Sycamore Hills (Sycamore) and is located on 16th Street, west of Benson Avenue and includes two commercial buildings primarily within Upland, with a small portion located in the City of Claremont. The ET request is for 2.483 acres located in the City of Claremont as shown in Attachment 1. Upland has indicated that upon approval, the wastewater will discharge to the western portion of Upland's sewer system and flow to Carbon Canyon Water Recycling Facility (CCWRF). Based on a review of the IEUA Wastewater Facilities Master Plan, it is expected that CCWRF will be able to accommodate the estimated increase in flows from the ET area based on the preliminary maximum flow estimate from the developer of 0.2 million gallons per day. Based on the information contained within the request and an evaluation of available capacity by IEUA staff, it is recommended by staff to process Upland's request.

In accordance with the Regional Contract, IEUA notified the contracting agencies on November 4, 2016 of the receipt of Upland's ET request (Attachment 2). Per Section 12(A)(2) of the Regional Contract, the contracting agencies have the opportunity to request a public hearing on the sewer service to the proposed ET area. The request for a public hearing must be in writing to IEUA and received within thirty (30) days of the date on the notification letter. IEUA did not receive any requests for a public hearing within the 30-day notification period. Therefore, staff recommends the Board of Directors approve the ET request for sewer service from Upland for Sycamore upon payment of all applicable fees per the Regional Contract.

This approval of Upland's ET service request aligns with IEUA's Business Goals of *Business Practices and Wastewater Management* objectives by accommodating Upland and the commercial development with wastewater service and to accept and maintain wastewater capacity to meet essential service demands for the benefit of the IEUA service area.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The approval of Upland's ET service request will result in connection fees (Regional Wastewater Capital RC Fund) and ongoing monthly user fees (Regional Operations & Maintenance RO Fund) that include applicable ET charges.

Attachments:

1. Attachment 1: City of Upland Extra-Territorial Request Letter
2. Attachment 2: IEUA Notification Letter to RCAs
3. Resolution No. 2016-12-5 – Approval of City of Upland Extra-Territorial Request



Public Works Department
1370 N. Benson Ave.
Upland, CA 91786-0460
Telephone (909) 291-2930
Facsimile (909) 291-2974

November 1, 2016

Mr. Chris Berch
Executive Manager of Engineering
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91710

Subject: Extraterritorial Wastewater Discharge from City of Claremont to City of Upland

Dear Mr. Berch:

The Sycamore Hills Development (Development) in the City of Upland (Upland), as shown in the attached Exhibit 1, includes an area of two commercial buildings situated in the City of Claremont (Claremont). Due to its geographical location, no sewer service is currently available. As part of the sewer service to be provided to the entire Development, it would be economically practical for Upland to provide such service to this area, and Claremont has found this service arrangement acceptable.

Upland is requesting the Regional Technical Committee to consider and approve this extraterritorial area's wastewater discharge to the Upland sewer system (on 16th Street, west of Benson Avenue) and to the regional sewerage treatment facilities operated by the Inland Empire Utilities Agency (Agency). Below is its specific information:

Property Contact: Mr. Joe Cebina
LStar Communities
516 N. West St., Raleigh, NC 27603
joe@lstarland.com, 919.256.1981


Est. Area Discharge: 100 - 115 gpm

Area Acreage: 2.483 acres

If approved, the subject wastewater will enter the western portion of the Upland sewer system and flows to the Agency's Carbon Canyon Wastewater Reclamation Facility.

Should you have any questions regarding this matter, please feel free to contact me or Harrison Nguyen of my staff at the above telephone number.

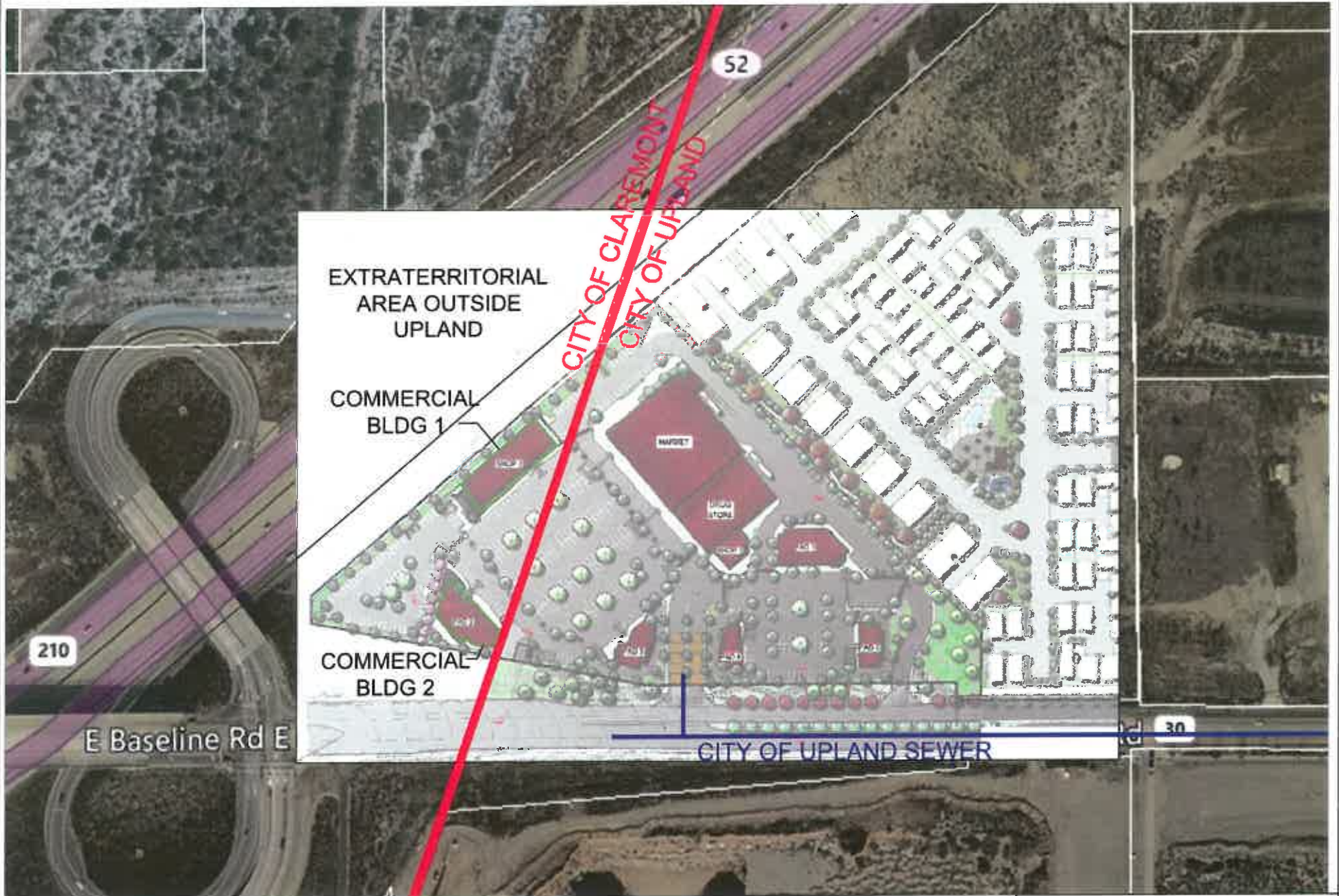
Sincerely,

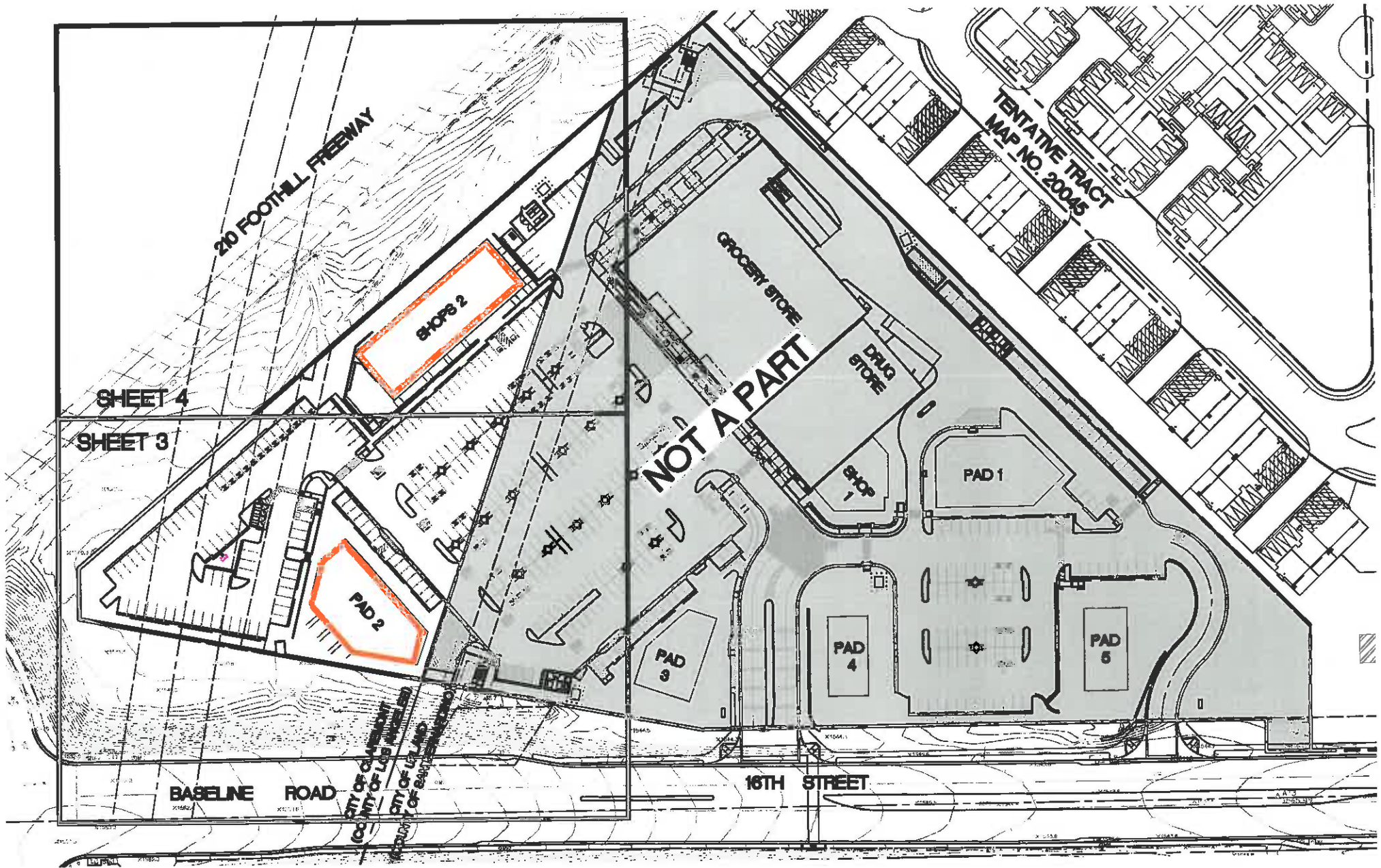

Rosemary Hoerning, PE, PLS, MPA
Public Works Director

Attachment: Exhibit 1
Copy: Harrison Nguyen, City of Upland

Ken Tam, Inland Empire Utilities Agency

SYCAMORE HILLS DEVELOPMENT





INDEX MAP
SCALE: 1"=100'



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

November 4, 2016

TO: Regional Policy Committee Members
Regional Technical Committee Members

Subject: City of Upland Extra-Territorial Service Request

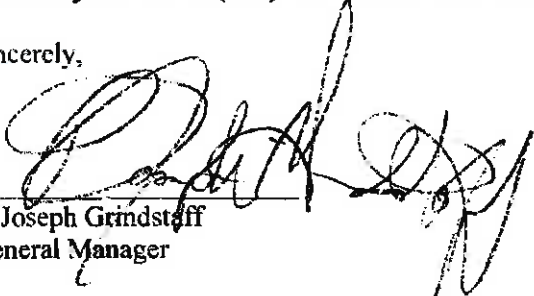
IEUA is in receipt of an extra-territorial sewer service request from the City of Upland for a 2.483 acre area located in the City of Claremont. The area is part of a development known as Sycamore Hills (Sycamore) located on 16th Street, west of Benson Avenue and includes two commercial buildings which are in the City of Claremont as shown in the attached map (Exhibit 1) provided by the City of Upland.

The City of Upland has indicated that the two buildings in the extra-territorial area will discharge to the western portion of Upland's sewer system and ultimately flow to IEUA's Carbon Canyon Water Recycling Facility (CCWRF). The tenants of the two commercial buildings are unknown at this time. It is expected that CCWRF will be able to accommodate the additional flows from this extra-territorial area based on a preliminary maximum flow estimate from the developer of 0.2 MGD.

In accordance with the provisions of the Regional Sewage Service Contract (Regional Contract), the contracting agencies are being notified of the extra-territorial service request. The procedures established in the Regional Contract provide the contracting agencies with an opportunity to request a public hearing on the question of authorizing sewer service to the proposed extra-territorial area. All requests for a public hearing must be in writing to IEUA, and received within thirty (30) days of the date of this correspondence. Barring any request for a public hearing, the extra-territorial areas shown in Exhibit 1 will be forwarded to the IEUA Board of Directors for approval by resolution during the December 21, 2016 Board meeting, subject to payment of all applicable fees.

Should you have any questions regarding the pending extra-territorial sewer service request, please contact Sylvie Lee at (909) 993-1646 or Ken Tam at (909) 993-1917.

Sincerely,



P. Joseph Grindstaff
General Manager

Water Smart – Thinking in Terms of Tomorrow

Terry Catlin
President

Michael E. Camacho
Vice President

Steven J. Elie
Secretary/Treasurer

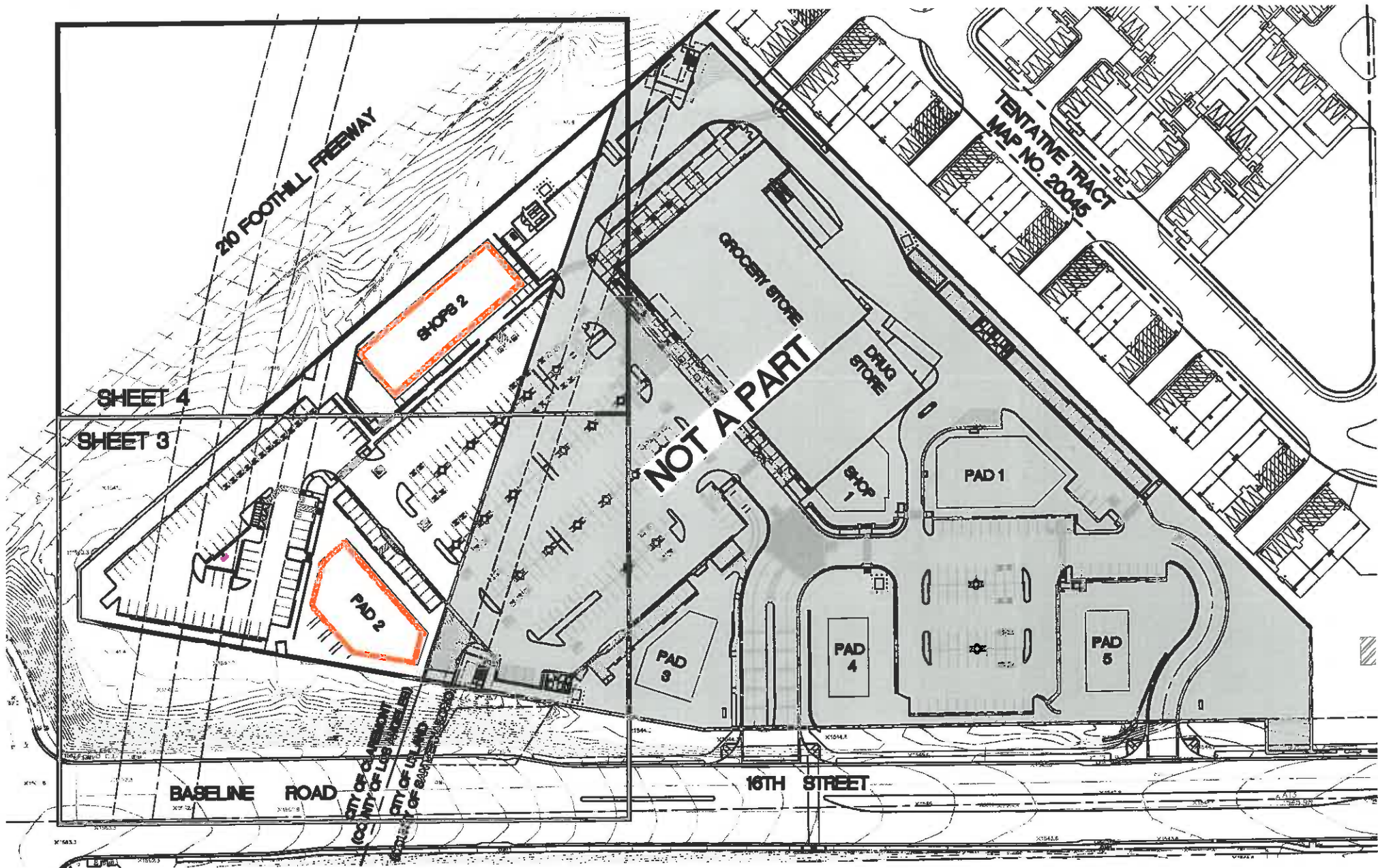
Jasmin A. Hall
Director

Paul Hofer
Director

P. Joseph Grindstaff
General Manager

SYCAMORE HILLS DEVELOPMENT





INDEX MAP
 SCALE: 1"=100'

RESOLUTION NO. 2016-12-5

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, APPROVAL OF
CITY OF UPLAND EXTRA-TERRITORIAL REQUEST FOR
SYCAMORE HILLS DEVELOPMENT**

WHEREAS, the Regional Sewerage System is governed by the Regional Sewage Service Contract (Regional Contract) between the Regional Contracting Agencies and IEUA;

WHEREAS, the City of Upland has submitted a request to IEUA for extra-territorial sewer service for a 2.483 acre area located in the City of Claremont located on 16th Street, west of Benson Avenue (Attachment 1) in accordance with the Regional Contract per Section 12;

WHEREAS, correspondence was submitted to the Regional Contracting Agencies as notification per Section 12 for the opportunity of a public hearing upon written request to IEUA within 30 days of the City's extra-territorial sewer service request;

WHEREAS, a public hearing was not requested by the regional contracting agencies per Section 12 of the Regional Contract; and

WHEREAS, the wastewater flow from the requested extra-territorial service area can be accommodated by the Regional Sewerage System and Carbon Canyon Water Recycling Facility.

NOW, THEREFORE, the Board of Directors hereby RESOLVES, that the extra-territorial service area requested by the City of Upland be approved for sewer service upon the payment of all applicable fees per Section 12.

ADOPTED this 21st day of December, 2016

President of the Inland Empire
Utilities Agency* and of the Board of
Directors thereof

ATTEST:

Secretary of the Inland Empire
Utilities Agency* and of the Board
of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2016-12-5 was adopted at a Board
Meeting on December 21, 2016, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary/Treasurer of the Inland
Empire Utilities Agency* and of the
Board of Directors thereof

(SEAL)

* A Municipal Water District

Extra-Territorial Sewer Service Request – City of Upland



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Ken Tam

IEUA Board of Directors Meeting
December 2016

Background

- City of Upland is requesting extra-territorial (ET) sewer service
 - Commercial Development located partly in the City of Claremont
- ET Sewer Service
 - Requires notification to Contracting Agencies
 - If requested, public hearing to discuss authorization of sewer service
- Financial Impact
 - Requires payment of back taxes to 1973
 - Charged ongoing extra-territorial monthly fees

Project Location

SYCAMORE HILLS DEVELOPMENT



- 2.483 Acres
- ~16,000 sq. ft. of commercial building space
- ~0.2 MGD of preliminary maximum flow
- Flows to CCWRF
- Within IEUA Treatment Capacity

Notification and Approval

- Nov. 4, 2016 - IEUA notified Contracting Agencies of ET request
- No requests for public hearing
- Per Regional Contract, IEUA Board may authorize ET request
- Upon IEUA Board approval, ET sewer service will commence upon payment of applicable fees



Recommendation

Staff recommends the Board of Directors approve the extra-territorial request for sewer service from the City of Upland for the Sycamore Hills Development.

The approval of the City of Upland's extra-territorial request aligns with the **Agency's Business Goal of Business Practices and Wastewater Management** by accommodating Upland and Sycamore Hills with wastewater service and to accept and maintain wastewater capacity to meet the essential service demands for the benefit of the IEUA service area.

**INFORMATION
ITEM**

2A

Date: December 21, 2016

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch *CB*
Executive Manager of Engineering/Assistant General Manager

Subject: Summary of the South Archibald Plume Cleanup Project

RECOMMENDATION

This is an informational item for the Board of Directors.

BACKGROUND

Following years of collaborative efforts, IEUA has reached a settlement agreement that includes three public agencies, four private companies, and the U.S. Department of Defense, to clean up longstanding contaminated groundwater in the Chino Groundwater Basin. From the 1940s to the 1970s, local industries in the Ontario region used a common industrial solvent that contained a chemical compound called trichloroethylene (TCE). By the early 1970s, it was determined that TCE was highly toxic, but due to decades of widespread use, the chemical seeped into the area's groundwater, creating the South Archibald Plume.

In 2005, the California Regional Water Quality Control Board, Santa Ana Region (RWQCB) issued draft Cleanup and Abatement Orders (CAOs) to Aerojet-General Corporation, The Boeing Company, Lockheed Martin Corporation, General Electric Company (collectively: "the Companies"), Northrop Grumman Corporation and to the United States (US) for facilities they operated on the Ontario International Airport (OIA) property, in Ontario, California. Subsequently, in 2012, the RWQCB issued an additional draft CAO to the Cities of Ontario, Upland, and the IEUA (RP-1 Parties) for Regional Plant No.1 (RP-1) to the south of OIA, in the City of Ontario.

In response to the draft CAO and the need to address legacy contamination within the Chino Basin, IEUA led discussions to plan the implementation of a permanent cleanup solution (the plume cleanup project). These discussions led to the development of several agreements and actions between the parties.

Chino Desalter Authority Agreement

It was recognized that the parties had a unique opportunity to integrate a permanent cleanup solution into the upcoming Chino Basin Desalter Authority (CDA) capital projects. In May 2013, IEUA entered into a Memorandum of Understanding with the Cities of Ontario, Upland, Jurupa Community Services District, Western Municipal Water District, and CDA to work collaboratively to plan, develop and implement a strategy for the cleanup and beneficial future use of the impacted groundwater. In June 2015, the CDA and RP-1 Parties entered into a formal agreement to implement the plume cleanup project, contingent upon the execution of a settlement agreement with the RWQCB. This agreement is commonly referred to as the CDA Agreement.

Amended and Restated Cost Sharing Agreement Among RP-1 Parties (Cost Sharing Agreement)

In October 2014, the RP-1 Parties entered into a Cost Sharing Agreement to share costs to fund the implementation of the plume cleanup project in the event a settlement could not be reached with the Companies and the US. This agreement was amended in June 2016 to align with the Settlement Agreement between the RP-1 Parties, Companies, and US.

Settlement Agreement between the RP-1 Parties, ABGL and US (Settlement Agreement)

In mid-2014, IEUA entered into mediation with the Companies, US, Ontario and Upland to pursue an agreeable remediation solution and cost sharing allocation for the plume cleanup project. The proposed project was developed by all parties and supported through report review by the RWQCB. The mediation parties reached a settlement to construct the plume cleanup project (IEUA role) and provide for long term water supply (Ontario/Upland role). The Companies and the US were to collectively contribute \$2.5 million toward the plume cleanup project's capital costs. IEUA would pursue grant funding to fund the remaining portion of the project costs; with a US Bureau of Reclamation (USBR) grant secured and a Proposition 1 grant pending.

Stipulated Settlement and Cleanup and Abatement Order (Order)

In alignment with the Settlement Agreement, the RP-1 Parties worked with the RWQCB to develop an acceptable Stipulated Order that provides the framework for implementation of the plume cleanup project (IEUA role) and provide for long term water supply (Ontario/Upland role). The Order was unanimously approved by the RWQCB at their September 2016 meeting. Pursuant to conditions in the agreement with the CDA, execution of the Order prompted design and construction of the plume cleanup project. These activities were initiated in October by IEUA and CDA.

IMPACT ON BUDGET

The total project budget for the plume cleanup project (EN16021) in the Regional Wastewater Operations and Maintenance (RO) Fund is \$12 million. This budget will be amended when project cost estimates are developed as part of the predesign report currently being completed by the CDA. Up to \$3 million will be contributed by other settling parties (\$1.4 million from the Companies, \$1.1 million from the US, and up to \$500,000 from Ontario). Remaining project costs are expected to be offset by grants, with IEUA staff having secured USBR grants in the amount of \$3 million in 2014. Additional grant funding requests will be pursued in 2016. Any costs not supported by grants will be funded through IEUA property tax revenue.

Attachments:

1. Chino Desalter Authority Agreement
2. Amended and Restated Cost Sharing Agreement Among RP-1 Parties
3. Settlement Agreement between the RP-1 Parties, ABGL and US
4. Stipulated Settlement and Cleanup and Abatement Order

PJG:CB:SS:jp

South Archibald Plume Cleanup Project Summary December 21, 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

South Archibald Plume

- First Identified in 1986 by MWD sampling
 - Regional Board (RWQCB) began source investigation
- Located Between 60 Freeway and Kimball Avenue in Ontario
- Trichloroethylene (TCE) Detected in Private Wells
 - Toxic Volatile Organic Compound identified as carcinogenic by EPA
 - TCE used as Metals Degreaser and Cleaning Solvent from 1940s – 1970s
 - RWQCB identified former Ontario Airport tenants that may have used TCE
 - Wastewater discharged by tenants collected and treated at RP-1 facility



Project History

2005

RWQCB issues draft order to former airport tenants (Companies and US) for historical TCE usage



May 2013

IEUA enters into MOU with Ontario, Upland, JCSD, WMWD, and CDA to collaboratively develop a plume remediation project

June 2015

IEUA enters into cost sharing agreement with RP-1 parties and Facility Development Agreement with CDA



Sep 2016

IEUA reaches global settlement agreement with RP-1 parties, Companies, and US to construct Plume Cleanup Project; RWQCB issues Stipulated Order

2012

RWQCB issues draft order to Ontario, Upland, and IEUA (RP-1 parties)



June 2014

IEUA enters into mediation with RP-1 parties, Companies, and US

Nov 2015

Feasibility Study finalized, RP-1 parties engage RWQCB to draft Stipulated Order



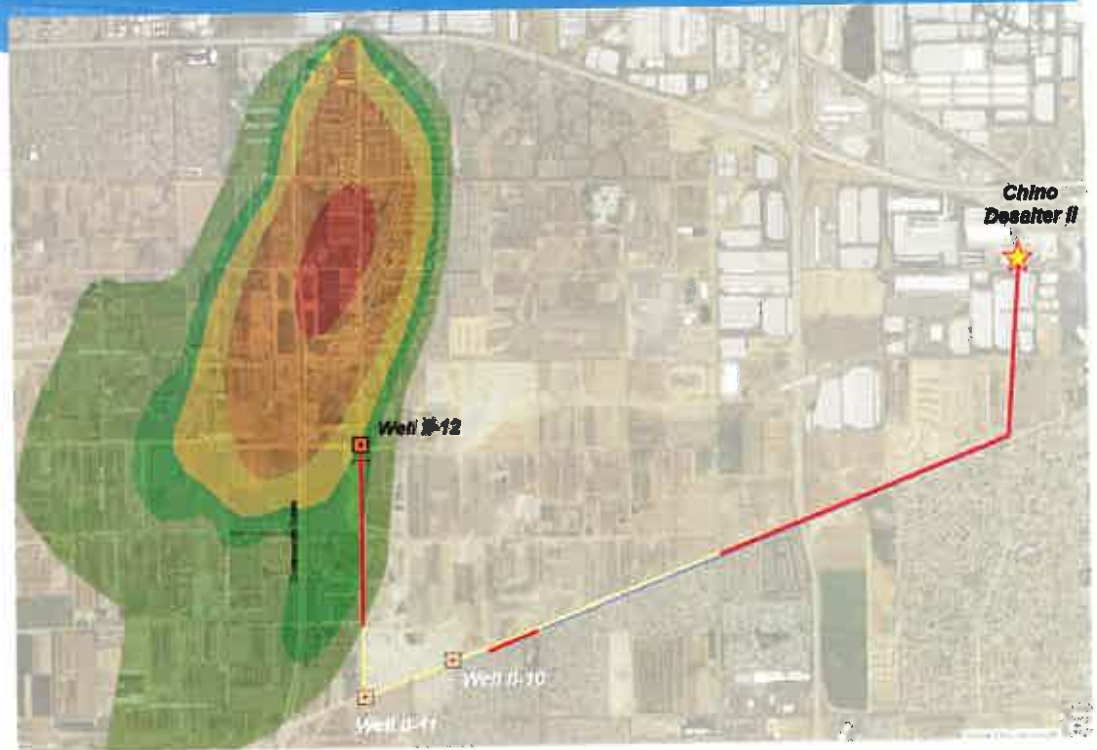
Oct 2016

IEUA initiates design efforts with CDA on Plume Cleanup Project



Project Scope

- Groundwater Pumping within Affected Area
 - Move planned CDA well north
 - Maximize TCE removal
- Pipeline Installation
 - Convey groundwater to Desalter II
- Chino Desalter II TCE Treatment
 - Modify plant to remove TCE



Project Activities

- CDA Moving Forward with Project in Phases
 - Design underway
 - Construction completion – November 2019
- Project Funding Partners
 - Companies
 - U.S. Department of Defense
 - Grant Funding – USBR and Prop 1
 - City of Ontario – Contingency funding
 - IEUA responsible for all remaining costs



**JOINT FACILITY DEVELOPMENT AGREEMENT BETWEEN
INLAND EMPIRE UTILITIES AGENCY, CITY OF ONTARIO,
CITY OF UPLAND, AND CHINO BASIN DESALTER AUTHORITY**

This Joint Facility Development Agreement ("Agreement") is made and entered into as of June 22 2015, by and among the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), a municipal water district, the CITY OF ONTARIO ("Ontario"), a municipal corporation, the CITY OF UPLAND ("Upland"), a municipal corporation, and the CHINO BASIN DESALTER AUTHORITY ("CDA"), a joint exercise of powers authority, for the purpose of implementing plume mitigation measures which include constructing and operating a remediation facility to remove volatile organic compounds, including trichloroethylene (collectively, "TCE"), from the South Archibald Plume (as defined below) consistent with and in addition to the Chino Basin Optimum Basin Management Program ("OBMP"). IEUA, Ontario, Upland, and CDA are sometimes individually referred to herein as "Party" and collectively as the "Parties." IEUA, Ontario, and Upland are also sometimes collectively referred to as the "RP-1 Parties."

RECITALS

A. Groundwater data collected by the Santa Ana Regional Water Quality Control Board ("Regional Board") shows the presence of a TCE plume in the groundwater south of the Ontario International Airport and covering an area approximately 15,000 feet long by 6,000 feet wide ("South Archibald Plume"). The South Archibald Plume has impacted or will likely impact existing CDA wells. The South Archibald Plume is generally depicted on the map attached as Exhibit A.

B. CDA extracts and treats groundwater from the lower Chino Basin and distributes the treated water to certain of its member agencies. CDA owns and operates a desalter facility in Jurupa Valley ("Desalter II"), which extracts and treats the groundwater with reverse osmosis, decarbonation and ion exchange processes. CDA is in the process of expanding the capacity of Desalter II by: (1) constructing three new wells; (2) constructing a pipeline to connect the three new wells to the existing CDA pipeline for the purpose of conveying the groundwater pumped from the new wells to Desalter II; and (3) adding a third decarbonator ("Planned Expansion Project").

C. The Parties, along with Western Municipal Water District and Jurupa Community Services District, entered into a Memorandum of Understanding in May 2013 to work together to develop a project to address the South Archibald Plume that meets the needs of the region in a fiscally responsible and timely manner ("Plume Cleanup Solution").

D. The Plume Cleanup Solution proposed by the RP-1 Parties is intended to achieve the objective of the 2013 Memorandum of Understanding by integrating additional improvements into the Planned Expansion Project that would remove TCE from the South Archibald Plume ("Cleanup Project"). The Cleanup Project is depicted on the map attached as Exhibit B, and is further defined in Section 2(a) below.

E. The RP-1 parties funded several reports prepared on behalf of, and under the direction of, CDA to evaluate the technical and fiscal merit of the Cleanup Project. In addition, the RP-1 Parties provided technical data and analysis requested by CDA to evaluate the Cleanup Project.

F. The Parties are public agencies with an interest in the sustainable health of the groundwater basin and protecting and maintaining a high quality groundwater supply for the communities served by them. The Parties desire to collaborate on the development and construction of the Cleanup Project. The RP-1 Parties will fund all incremental design and construction costs (over and above the Planned Expansion Project costs) for the Cleanup Project ("Cleanup Project Costs"). Subject to Sections 4(b) and 4(c), CDA will operate and maintain the Cleanup Project in connection with the operation of Desalter II, and Cleanup Project Costs do not include the cost of operating and maintaining the Cleanup Project after completion of construction thereof.

G. In 2005, the Regional Board sent draft Cleanup and Abatement Orders to Aerojet-General Corporation, the Boeing Company, General Electric Company, Lockheed Martin Corporation (collectively "ABGL") and the United States regarding the South Archibald Plume.

H. In September 2012, the Regional Board sent a draft Cleanup and Abatement Order ("draft CAO") to the RP-1 Parties. The draft CAO required, in part, the preparation and submission of a Feasibility Study and Remedial Action Plan for mitigating the effects of the South Archibald Plume.

I. The Cleanup Project is intended to respond to the Regional Board's request for construction and implementation of a remedy to mitigate the effects of the South Archibald Plume in compliance with the draft CAO. This Cleanup Project objective is in addition to, and complementary to, the Parties' interest in the health of the groundwater basin and a high quality groundwater supply.

J. CDA has not received any notice, cleanup and abatement order (draft or otherwise), or other request or order from the Regional Board or other governmental entity relating to the South Archibald Plume and is not a party to negotiations with ABGL relating to the South Archibald Plume.

K. Recent investigations have confirmed that the South Archibald Plume is migrating south towards CDA's existing wellfield and towards the sites for the three proposed wells in the Planned Expansion Project. Some CDA well sites have already been impacted by detectible levels of TCE from the South Archibald Plume. If the Cleanup Project is not constructed, it is anticipated that the TCE impact to CDA's existing and proposed wells will increase over time.

L. In late 2014, the CDA contracted with MWH to complete an evaluation assessing the technical merit of the proposed Cleanup Project ("MWH Report"). The MWH Report concluded that under various operational scenarios, the Cleanup Project consistently resulted in reduced TCE in final product water when compared to the no-project alternative. Yorke Engineering was retained to study the potential impacts of the Cleanup Project on TCE emissions from Desalter II (the "Yorke Study"). The Yorke Study concluded that the Cleanup Project

would not necessitate additional air pollution control equipment under South Coast Air Quality Management District rules.

M. Notwithstanding the Regional Board's draft CAO and ABGL's allegations and contentions, each of the Parties denies any responsibility or liability for the South Archibald Plume.

NOW THEREFORE, in consideration of the above recitals and for adequate consideration, the Parties agree as follows:

TERMS

1. Cleanup Project Feasibility Study and Remedial Action Plan.

(a) The RP-1 Parties shall be responsible for funding and completing the Feasibility Study and the Remedial Action Plan required for Regional Board approval of the Cleanup Project, including coordinating, completing and funding all public outreach, public review and/or public comments relating to the Cleanup Project.

(b) The Parties will coordinate with each other regarding public statements made regarding the Cleanup Project. The Parties intend that planned public statements will be made available to the other Parties within a reasonable time prior to the publication of such statements. "Planned public statements" is intended to include, without limitation, press releases and press conferences and, whenever feasible, staff reports to be presented during public meetings of the Parties' governing boards.

(c) The RP-1 Parties will keep CDA routinely and appropriately apprised of meetings or correspondence regarding the Cleanup Project, including finalization of the Feasibility Study and the Remedial Action Plan for the Cleanup Project and correspondence from the Regional Board. The Parties anticipate periodic meetings as appropriate during the course of design and construction of the Project.

(d) The RP-1 Parties shall be responsible for making a good faith effort, and exercising reasonable diligence, to obtain approval of the Cleanup Project from the Regional Board.

(e) CDA shall cooperate with and support the RP-1 Parties' efforts to obtain the Regional Board's approval of the Cleanup Project, at no cost to CDA.

2. Design, Development and Construction of the Cleanup Project.

(a) The Cleanup Project consists of: (i) constructing a new 24-inch pipeline parallel to the existing CDA pipeline on Bellegrave Avenue connecting the Planned Expansion Project's new wells directly to the reverse osmosis and decarbonator treatment processes at Desalter II; (ii) modifying the existing decarbonators at Desalter II in a manner designed to remove 95% of the TCE from the influent; (iii) moving one of the Planned Expansion Project wells from the vicinity of South Archibald Avenue and Merrill Avenue, north approximately one mile to a location near the intersection of Edison Avenue and Cucamonga Creek (the "Northern

Well”) and the incremental costs associated with the elevated levels of TCE expected during the development of the Northern Well; (iv) constructing a new pipeline to connect said Northern Well to the pipeline along Bellegrave Avenue; (v) adding a new pipeline connecting CDA’s Well I-11 to the Planned Expansion Project pipeline at its anticipated new well at Site 2; (vi) modifying pumping equipment to transport water from CDA Well I-11 to the pipeline system leading to Desalter II; and (vii) equipping CDA’s Well II-10, Well II-11 and the Northern Well with variable frequency drives and associated equipment required to adjust well output for cleanup of the South Archibald Plume. The component of the Cleanup Project described in clause (vii) of the immediately preceding sentence is referred to herein as the “VFD Component.”

(b) Subject to force majeure, CDA shall be responsible for undertaking all Cleanup Project management and construction activities within the schedule, including milestone deadlines, as required by the Regional Board (the “Cleanup Project Schedule”); provided, CDA shall have the right to approve the Cleanup Project Schedule, in CDA’s reasonable discretion, prior to being bound by the Cleanup Project Schedule.

(c) The Parties shall fully cooperate with one another in developing and implementing the Cleanup Project as described above and depicted in Exhibit B. CDA shall design and construct the Cleanup Project in a manner that incorporates the Cleanup Project into the Planned Expansion Project. CDA shall also act as the project manager for the design and construction of the Cleanup Project unless, within 90 days of the effective date of this Agreement, CDA provides the RP-1 Parties with notice that it has elected to have IEUA serve as the project manager.

(i) CDA will keep the RP-1 Parties reasonably and appropriately apprised of the construction contracting process, including the final design of the Cleanup Project, the request for bids, the construction bids submitted, the award of the construction contract, and any bid protests or other challenge to the contracting process;

(ii) CDA will obtain express approval from a designated representative of the RP-1 Parties prior to awarding each contract for the design and/or construction of the Cleanup Project and prior to approving any material change orders, including all change orders that will cause the Cleanup Project Costs for the applicable contract to exceed the contract price plus the planned contingency amount; and

(iii) If, upon completion of the Cleanup Project’s construction bidding process, the estimated total Cleanup Project Costs exceed the sum of \$10 million plus a reasonable construction contingency not to exceed ten percent (10%), the Parties shall consult with each other to reassess the scope and viability of the Cleanup Project before awarding any construction contracts; however, prior to award of the first construction contract for the Cleanup Project, each RP-1 Party shall have the right to terminate this Agreement.

(d) CDA agrees to construct the Cleanup Project by awarding construction contract(s) in accordance with the process described in this Section 2 and by performing its obligations under said contract(s).

(e) CDA shall be responsible for obtaining all regulatory approval(s) of the Cleanup Project and the Planned Expansion Project, other than approvals specified in Section 1(d). However, to the extent the Cleanup Project causes the cost of obtaining such regulatory approvals to be increased over the cost for the Planned Expansion Project regulatory approvals, the additional incremental cost of regulatory approvals for the Cleanup Project shall be funded by the RP-1 Parties as Cleanup Project Costs.

(f) The Parties anticipate that CDA will be the lead agency for the evaluation of the environmental impacts, if any, of the Cleanup Project pursuant to the California Environmental Quality Act ("CEQA") and evaluation and clearance of the Cleanup Project pursuant to the National Environmental Policy Act ("NEPA"); provided that CDA shall coordinate closely with the RP-1 Parties in connection with such evaluation and clearance. The RP-1 Parties shall save, protect, pay for, defend (with counsel acceptable to CDA), indemnify and hold harmless CDA from and against any and all liabilities, suits, actions, claims, demands, damages, losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and costs) which may now or in the future be incurred or suffered by CDA by reason of, resulting from, or in connection with, CDA's compliance with CEQA and/or NEPA as lead agency in connection with CDA's approval of the Cleanup Project (collectively referred to herein as "CEQA/NEPA Liabilities"). The foregoing indemnity obligation shall survive the termination of this Agreement. At the request of the RP-1 Parties, CDA shall cooperate with and assist the RP-1 Parties in the defense of any such CEQA/NEPA Liabilities; provided that CDA shall not be obligated to incur any expense in connection with such cooperation or assistance.

(g) CDA shall own the Cleanup Project, including the new pipelines, the Northern Well, and the modified decarbonators.

3. Funding and Financial Responsibilities for the Cleanup Project

(a) Upon approval by the Parties of the Cleanup Project design and award of the first construction contract (with the approval of the RP-1 Parties), the RP-1 Parties shall fund all Cleanup Project Costs through completion of construction of the Cleanup Project at no cost to CDA. Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein or in any other agreement between or among any of the Parties hereto, the Parties expressly agree that CDA shall have no obligation to fund any costs of design or construction of the Cleanup Project and that once the first construction contract for any portion of the Cleanup Project has been awarded, the RP-1 Parties shall be obligated to fund design and construction of the Cleanup Project through completion. Whether CDA performs project management for the Cleanup Project and the Planned Expansion Project by using CDA staff or by retaining a third-party construction management company, the RP-1 Parties shall be responsible for all management costs attributable to the Cleanup Project's design and construction but the RP-1 Parties shall not be responsible for management costs attributable to the Planned Expansion Project.

(i) This Agreement does not obligate the RP-1 Parties to fund CDA's O&M Costs (as defined in Section 4) or costs associated with the Planned Expansion Project.

(b) The RP-1 Parties shall be responsible for: (i) pursuing grants, as appropriate, for the design and construction of Cleanup Project; and (ii) executing and administrating all grant-related activities and/or grant requirements for the Cleanup Project, except those that are the responsibilities of CDA under 3(d). Notwithstanding any provision herein, securing grants shall not be a condition precedent to the performance of any of the RP-1 Parties' obligations under this Agreement. Any grants obtained by the RP-1 Parties will be applied to reduce the RP-1 Parties' obligation to fund Cleanup Project Costs under Section 3(a).

(c) The CDA shall fully cooperate with the RP-1 Parties in pursuit and administration of grants and shall work collaboratively with the RP-1 Parties to minimize the RP-1 Parties' Cleanup Project Costs.

(d) Prior to award of each contract for design and/or construction of the Cleanup Project, (1) CDA shall submit a request for payment of the entire contract amount, plus a reasonable contingency not to exceed ten percent (10%) of the contract amount, to the RP-1 Parties and (2) the RP-1 Parties shall deposit the full requested amount into the Cleanup Project Account (defined below) within the time set forth in Section 3(d)(v) below. The same procedure shall apply to change orders in excess of the available contingency (i.e. monies already held by CDA) under each contract. Notwithstanding the foregoing provisions of this Section 3(d), the RP-1 Parties shall pay for the VFD Component of the Cleanup Project in accordance with Section 3(d)(vi) below.

(i) CDA shall open and maintain a separate, interest-bearing account at Citizen's Business Bank or another financial institution mutually acceptable to the Parties (referred to herein as the "Cleanup Project Account") and shall deposit all moneys received from the RP-1 Parties under this Section 3 into the Cleanup Project Account and hold such moneys in the Cleanup Project Account until CDA disburses such moneys to pay for Cleanup Project Costs in accordance with this Agreement. All interest earned in the Cleanup Project Account shall be and remain the property of the RP-1 Parties in proportion to the amount of their respective deposits into the Cleanup Project Account. Disbursements from the Cleanup Project Account for Cleanup Project Costs shall not require the prior approval of the RP-1 Parties. CDA shall keep separate records for the Cleanup Project, including without limitation all deposits into and withdrawals from the Cleanup Project Account and all payments disbursed to consultants and/or contractors, and/or reimbursements to CDA, for Cleanup Project Costs in accordance with this Agreement.

(ii) CDA will endeavor to structure the bidding and award process so that the deadline to award each contract is at least forty-five (45) days following the receipt of bids and will provide all bids received for each contract to the RP-1 Parties' designated representatives promptly upon receipt to enable the RP-1 Parties to provide input regarding the bids.

(iii) CDA shall provide statements to the RP-1 Parties on a quarterly basis regarding: (A) the total contract price for each contract and change order awarded in connection with the Cleanup Project (and the corresponding deposits made to CDA by the RP-1 Parties), (B) the amount of Cleanup Project Costs actually disbursed by CDA to contractors and/or consultants; and (C) the estimated total Cleanup Project Costs to be incurred by the end of

the following quarter, including whether the Cleanup Project Costs are expected to exceed \$8 million or \$10 million by the end of the following quarter. The RP-1 Parties shall have the right to audit CDA's determination of the costs, expenses, credits and all other accounting pursuant to this Section 3(d)(i), and CDA will cooperate with any such audit by providing information and documentation requested by the RP-1 Parties to perform such audit.

(iv) Except as specifically otherwise provided in this Agreement, the RP-1 Parties' obligations under this Agreement are joint, including obligations for payment of all Cleanup Project Costs.

(v) Upon CDA's delivery to the RP-1 Parties of a demand for payment pursuant to Section 3(d), the RP-1 Parties shall have twenty (20) Business Days to deliver the requested amount to the Cleanup Project Account. In the event the full amount requested by CDA is not deposited within such time frame, CDA shall deliver notice to the RP-1 Parties of the deficiency and the RP-1 Parties shall have ten (10) additional Business Days to deposit the remaining amounts into the Cleanup Project Account. In the event the full amount requested by CDA in accordance with Section 3(d) is not deposited into the Cleanup Project Account within the time periods described in this paragraph, CDA shall not be required to award the subject contract and CDA shall return the moneys received from the RP-1 Parties for such contract, if any, to the RP-1 Parties from which such money was received. In such event of non-payment by the RP-1 Parties, CDA shall terminate any previously-awarded design contracts at the earliest time permitted by the terms of such contracts, except design contracts that are necessary for the completion of a previously-awarded construction contract. Notwithstanding the preceding sentence, CDA shall have the right to complete any previously-awarded construction contracts for the Cleanup Project and any design contracts necessary for the completion of any previously-awarded construction contracts for the Cleanup Project (collectively, the "Ongoing Contracts") and the RP-1 Parties shall remain responsible for the cost to complete all such Ongoing Contracts including any cost overruns. In the event CDA exercises its right to complete an Ongoing Contract, upon completion of all Ongoing Contracts and CDA's acceptance of the completed components of the Cleanup Project constructed pursuant to such Ongoing Contracts, this Agreement shall automatically terminate.

(vi) The RP-1 Parties shall pay for the VFD Component by depositing the lump sum amount of \$250,000 into the Cleanup Project Account within twenty (20) Business Days prior to the award by CDA of the contract for the equipping of Well II-10, Well II-11 and/or the Northern Well, whichever contract is awarded first. The lump sum amount set forth in the immediately preceding sentence shall constitute the full obligation of the RP-1 Parties with respect to the costs of the VFD Component.

4. Operation and Maintenance of the Cleanup Project.

(a) As used herein, the term "O&M Costs" shall mean the total of all direct and indirect expenses and replacement costs incurred by CDA in the operation and maintenance of the Cleanup Project and CDA's facilities, including, but not limited to, operating labor, repair labor, payroll taxes, employee benefits, training costs, permits, consultants (engineers, auditors, attorneys, and inspectors), materials, insurance, communications, utilities cost, supplies, chemicals, tools, vehicles, minor modifications, tests and sampling, contaminant handling and

disposal, costs of repairs, modification and replacement of facilities and equipment used for remediation, together with all necessary expenses in connection therewith.

(b) CDA shall maintain and operate the Cleanup Project, including pumping groundwater from the Northern Well to the Desalter II in a manner consistent with the Remedial Action Plan as approved by the Regional Board, provided, however, that CDA may suspend such operation to avoid violation of CDA's water supply permit(s), applicable drinking water standards, air quality regulations and/or other permit requirements applicable to the operation of Desalter II, to the extent such regulations and requirements are in effect from time to time (the "Applicable Requirements").

(c) Neither CDA nor the RP-1 Parties shall have any obligation under this Agreement to construct new or additional facilities to avoid violation of the Applicable Requirements and, in the event CDA is unable to avoid a violation of the Applicable Requirements due (in whole or in part) to its operation of the Cleanup Project facilities, CDA shall have the right, in its reasonable discretion, to stop operating all or a portion of the Cleanup Project facilities for the shortest period of time required to avoid non-compliance with the Applicable Requirements. CDA shall resume operation of all or a portion of the Cleanup Project facilities if and when they may be operated in compliance with such laws, regulations, standards or permit conditions. The Parties recognize, however, that the suspension of operations described in this paragraph may be permanent.

(d) CDA shall fully cooperate with the RP-1 Parties and the Regional Board in operating and maintaining Desalter II and its facilities, and shall provide information or data to the RP-1 Parties necessary to comply with Regional Board reporting requirements, if any.

(e) In the event CDA's O&M Costs attributable to the Cleanup Project are higher than projected by the MWH Report and related analysis conducted in development of the Cleanup Project, the Parties may enter into good-faith negotiations to identify actions that will avoid, decrease or apportion among the Parties the higher than projected O&M Costs.

5. Future Plume Monitoring Efforts.

(a) The Parties acknowledge that after construction of the Cleanup Project is completed, the Regional Board may require further monitoring of the TCE contamination in or around the current area of the South Archibald Plume as part of the Cleanup Project ("Future Plume Monitoring").

(b) The RP-1 Parties shall be responsible for coordinating, conducting and funding any and all Future Plume Monitoring that are not otherwise completed by CDA, ABGL, the United States or Watermaster.

(c) CDA shall not be responsible for coordinating, conducting or financing Future Plume Monitoring, but shall cooperate with the RP-1 Parties and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient, for the RP-1 Parties to conduct Future Plume Monitoring. Nothing in this Agreement is intended to relieve the CDA of any of its monitoring requirements that are independent of the Future Plume Monitoring relating to the Cleanup Project.

6. **Effective Date.** This Agreement shall become effective and binding upon the Parties on the first day following the execution of the Agreement by all Parties.

7. **Term.** The term of this Agreement shall commence on the Effective Date and continue through the date the Regional Board provides written authorization to terminate operation of the Cleanup Project.

8. **Alternative Drinking Water Supplies.** Nothing in this Agreement shall be interpreted to make CDA responsible for supplying alternative drinking water to the communities affected by TCE from the South Archibald Plume.

9. **Denial of Responsibility.** The Parties each deny any responsibility for the South Archibald Plume.

10. **Cooperation of Parties.** The Parties shall fully cooperate with one another, and shall undertake reasonable additional actions and sign additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement, including the procurement of funding and minimizing expenses to reduce each Party's respective obligations to contribute to Cleanup Project Costs, O&M Costs, and/or costs associated with Future Plume Monitoring; provided that this Section is not intended to modify the allocation among the Parties of the responsibility to pay Cleanup Project Costs, O&M Costs or Future Plume Monitoring costs otherwise set forth in this Agreement.

11. **Consideration.** Each of the Parties will receive good and valuable consideration in exchange for the obligations they assume under this Agreement, as explained in the recitals and in this Section 11. First, since each of the Parties has an interest in the sustainable health of the groundwater basin and protecting and maintaining a high quality groundwater supply for the communities served by them, the Cleanup Project's benefit to these interests is consideration. Second, the fact that the Cleanup Project responds to the Regional Board's allegations against the RP-1 Parties is consideration for the RP-1 Parties' obligations under this Agreement even though the RP-1 Parties deny responsibility for the South Archibald Plume. Third, CDA is anticipated to benefit from the Cleanup Project because if the Cleanup Project is not constructed, it is anticipated that the TCE impact to CDA's existing and proposed wells will increase over time.

12. **Regional Board Settlement and Approval Condition Precedent.** The Regional Board's Settlement with the RP-1 Parties and approval of the Cleanup Project is an express condition precedent to the rights and obligations of all Parties under this Agreement. If, after making a good faith effort and exercising reasonable diligence to obtain approval of the Cleanup Project from and Settlement with the Regional Board, any of the RP-1 Parties determine that such approval cannot be obtained, the objecting RP-1 Party will provide notice to all Parties. Upon such notice that the condition precedent in this Section 12 cannot be satisfied, this Agreement shall be deemed null and void and none of the Parties will have any rights or obligations whatsoever under this Agreement.

13. **Notice.** All notices or other communications required to be given pursuant to this Agreement shall be in writing, and, except as otherwise provided herein, shall be effective upon

personal delivery or three (3) days after deposit in the United States mail, with first-class postage fully paid, addressed as follows:

IEUA: Attn: General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

with a copy to: Attn: Gregory J. Newmark
Meyers, Nave, Riback, Silver & Wilson
633 W. 5th Street, Suite 1700
Los Angeles, CA 90071

Ontario: Attn: City Manager
City Hall
303 East "B" Street
Ontario, CA 91764

with a copy to: Attn: Gene Tanaka and John Holloway
Best Best & Krieger LLP
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596

Upland: Rod Butler, City Manager
City of Upland
P.O. Box 460
Upland, CA 91786

with a copy to: Attn: Richard Adams II
City Attorney
Jones & Mayer
3777 N. Harbor Boulevard
Fullerton, CA 92835

CDA: Attn: Curtis Paxton, General Manager/CEO
Chino Basin Desalter Authority
2151 S. Haven Avenue, Suite 202
Ontario, CA 91761
Tel (909) 218-3729 Fax
(909) 218-3777
cpaxton@chinodesalter.org

with a copy to: Attn: Allison E. Burns, General Counsel
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92626
Tel (949) 725-4000
Fax (949) 823-5187
aburns@sycr.com

14. Exclusion from Scope of Agreement. Notwithstanding any provision to the contrary, this Agreement does not address and has no effect on any claims, demands, action, causes of action and rights, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise), which the Parties have or may have, now or in the future, against parties who may be responsible for the South Archibald Plume.

15. Dispute Resolution

(a) In the event of a dispute regarding this Agreement, which cannot be resolved by good faith negotiations, including a dispute concerning a Party's financial obligations, the Parties will submit the dispute to non-binding mediation in the Los Angeles Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The Parties will share in the cost of such mediation.

(b) If mediation is not successful in resolving the dispute or the Parties elect to waive mediation, then each Party shall have the right to pursue any and all remedies such Party may have available to it in law or equity.

(c) The provisions of this Section 15 will not apply to prevent any Party from initiating or maintaining any suit necessary to prevent irreparable harm, including but not limited to loss of its claim due to passage of the relevant statute of limitations for that claim, that could otherwise occur during the time necessary to pursue the dispute resolution procedures set forth herein.

16. Miscellaneous.

(a) Incorporation of Recitals. The recitals set forth above are incorporated herein and made an operative part of this Agreement.

(b) Entire Agreement. With the exception of any agreements among the RP-1 Parties regarding the Cleanup Project, this Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties.

(c) Amendment. This Agreement cannot be amended except in writing signed by all Parties.

(d) **No Waiver.** Any failure or delay on the part of any Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

(e) **Headings; Section References.** Captions and headings appearing in this Agreement are inserted solely as reference aids for ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

(f) **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

(g) **Binding Effect; Assignment.** This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. Each Party shall have the right to assign its rights and all of its obligations under this Agreement with the written consent of the other Parties, provided, however, that the other Parties shall not unreasonably withhold such consent.

(h) **Governing Law.** This Agreement is a contract governed in accordance with the laws of the State of California.

(i) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. A photocopy, PDF, or fax reproduction of an original copy of the Agreement shall be of the same binding effect as the original

(j) **Authority.** The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

(k) **No Inducement or "Drafting Party".** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not expressed in this Agreement has been made to effectuate this Agreement, and that this Agreement represents the entire agreement between the Parties. Each of the Parties' respective legal counsel have reviewed and approved this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(l) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.

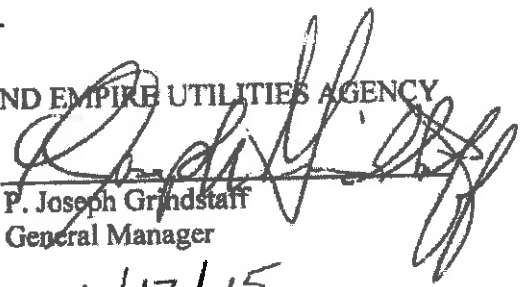
(m) **Relationship of Parties.** Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any

act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize any Party to act as the agent for the other.

[Signatures follow on the next page]

The Parties have executed this agreement, effective as of the date set forth in Section 7 above.

INLAND EMPIRE UTILITIES AGENCY

By: 
P. Joseph Grindstaff
General Manager

Date: 6/17/15

CITY OF UPLAND

By: _____
Rod B. Butler
City Manager

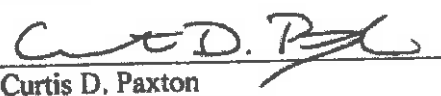
Date:

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

Date:

CHINO BASIN DESALTER
AUTHORITY

By: 
Curtis D. Paxton
General Manager/CEO

Date: 6/4/15

The Parties have executed this agreement, effective as of the date set forth in Section 7 above.

INLAND EMPIRE UTILITIES AGENCY

By: _____
P. Joseph Grindstaff
General Manager

Date:

CITY OF UPLAND

By: Rod B. Butler
Rod B. Butler
City Manager

Date: 6/18/2015

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

Date:

**CHINO BASIN DESALTER
AUTHORITY**

By: Curtis D. Paxton
Curtis D. Paxton
General Manager/CEO

Date: 06/04/2015

The Parties have executed this agreement, effective as of the date set forth in Section 7 above.

INLAND EMPIRE UTILITIES AGENCY

By: _____
P. Joseph Grindstaff
General Manager

Date:

CITY OF UPLAND

By: _____
Rod B. Butler
City Manager

Date:

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

Date: 6/16/15

**CHINO BASIN DESALTER
AUTHORITY**

By: _____
Curtis D. Paxton
General Manager/CEO

Date:

EXHIBIT A

SOUTH ARCHIBALD PLUME



Source: Geac/Bry 7/12/05R

- | | | |
|---|---|---|
| <ul style="list-style-type: none"> City Blocks Drainage Channel Well Tank System Location Bottled Water Service Nested Monitor Well | <p>CDA Wells</p> <ul style="list-style-type: none"> Existing Well Existing Desalter 1 Well Existing Desalter 2 Well Proposed Desalter 2 Well | <p>Groundwater TCE Concentration (ug/L)</p> <ul style="list-style-type: none"> > 0 and ≤ 5 > 5 and ≤ 10 > 10 and ≤ 20 > 20 and ≤ 50 > 50 and ≤ 100 <p>Note:
All Locations Approach</p> |
|---|---|---|

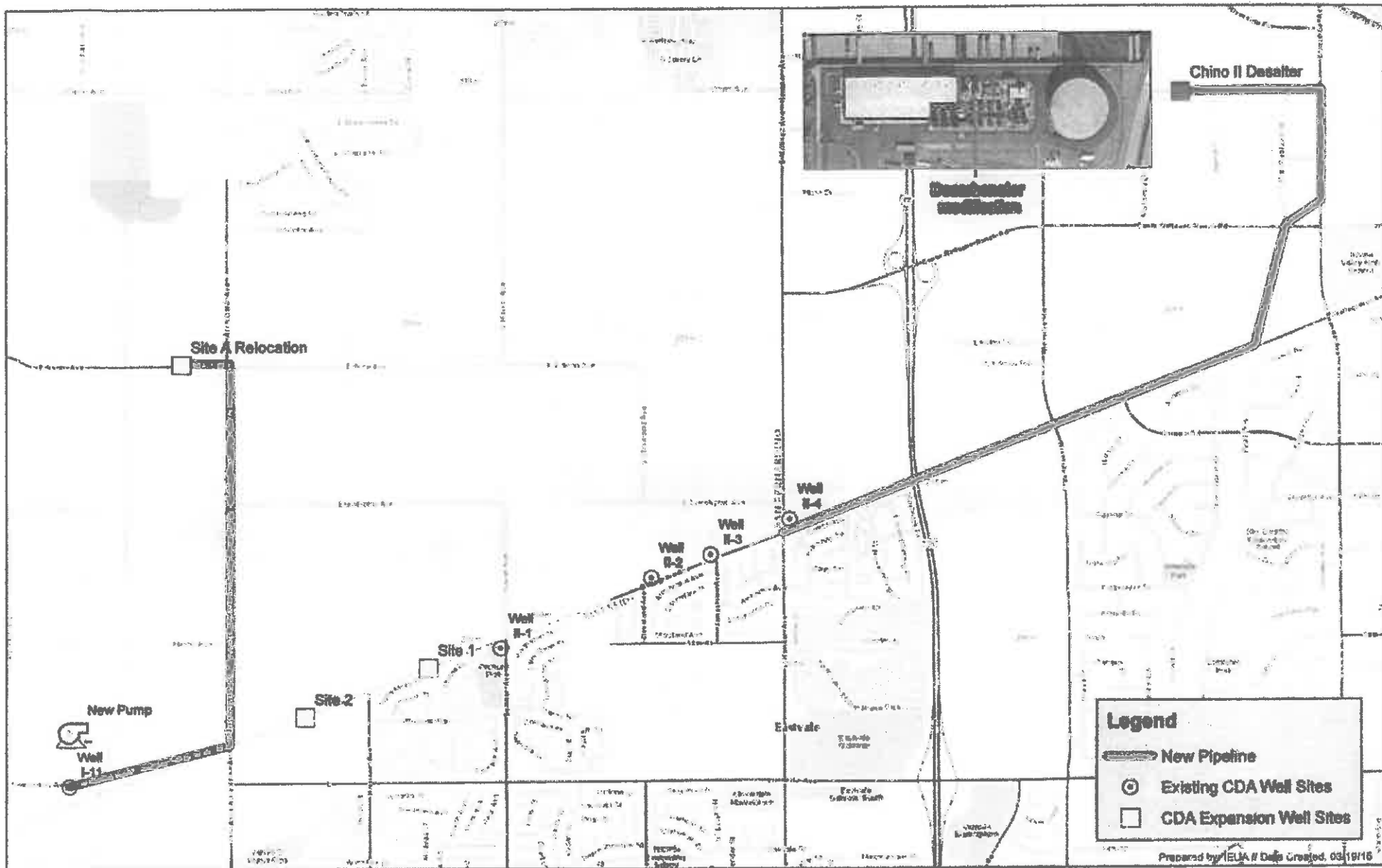
DUDEK
2210
MAY 2005



South Archibald Plume Map

EXHIBIT B

PROPOSED CLEANUP PROJECT



Chino Desalter Authority (CDA)
South Archibald Plume Project

0 500 1,000 2,000 Feet
 Prepared by TEUA // Date Created: 03/19/16



**AMENDED AND RESTATED COST SHARING AGREEMENT AMONG
INLAND EMPIRE UTILITIES AGENCY,
CITY OF ONTARIO AND CITY OF UPLAND**

This Amended and Restated Cost Sharing Agreement is made and entered into as of October 25, 2016, by and among the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), a municipal water district, the CITY OF ONTARIO ("Ontario"), a municipal corporation, and the CITY OF UPLAND ("Upland"), a municipal corporation. IEUA, Ontario and Upland are also sometimes individually referred to as "Party" and collectively as "RP-1 Parties."

RECITALS

A. Groundwater data collected by the Santa Ana Regional Water Quality Control Board ("Regional Board") shows the presence of a volatile organic compounds plume, including trichloroethylene (collectively, "TCE") in the groundwater south of the Ontario International Airport and covering an area approximately 15,000 feet long by 6,000 feet wide ("South Archibald Plume"). Approximately 40 residences are currently not using their wells for domestic water supply because of impacts from the South Archibald Plume. The South Archibald Plume is generally depicted on the map attached as Exhibit A.

B. Aerojet Rocketdyne, Inc., The Boeing Company, General Electric Company, Lockheed Martin Corporation, and the United States of America (collectively "ABGL/US") have undertaken remedial response efforts and have incurred response costs related to the South Archibald Plume.

C. The RP-1 Parties entered into a Memorandum of Understanding in May 2013 to work together to develop a project to address the South Archibald Plume that meets the needs of the region in a fiscally responsible and timely manner.

D. The RP-1 Parties participated in mediation with ABGL/US on the allocation of responsibility, the completion of a feasibility study, alternative water supply, and the development of a permanent plume remedy to address the South Archibald Plume.

E. The RP-1 Parties have developed a Feasibility Study and a Remedial Action Plan ("RAP") for the South Archibald Plume, whereby the RAP selects a permanent plume remedy ("Plume Remedy") and a domestic drinking water supply remedy to provide domestic replacement water to all residences affected by the South Archibald Plume ("Water Supply Remedy"). The RP-1 Parties anticipate that the Regional Board will approve the final RAP through adoption of a Stipulated Cleanup and Abatement Order No. R8-2016-0016 ("CAO").

F. The Plume Remedy involves collaborating with the Chino Basin Desalter Authority ("CDA") to integrate additional improvements into CDA's Planned Expansion Project for its desalter facility in Jurupa Valley that would remove TCE from the South Archibald Plume. The Plume Remedy is depicted on the map attached as Exhibit B. Pursuant to a Joint Facility Development Agreement negotiated between CDA and the RP-1 Parties dated June 22,

2015, the RP-1 Parties agreed to fund the incremental capital design and construction costs (over and above the Planned Expansion Project Costs) for the Plume Remedy and the CDA agreed to operate and maintain the completed Plume Remedy.

G. The Water Supply Remedy involves the supply of uninterrupted potable water to each Affected Residence (as defined in the CAO), either through a 11,000 linear foot water supply pipeline or a tank system. Approximately twenty-one affected residences will be served by the temporary pipeline, 16 affected residences would remain on 15 existing tank systems, and 3 residences currently on bottled water service would be provided with tank systems.

H. Because ABGL/US and the RP-1 Parties did not formally agree to the settlement proposed during mediation, the RP-1 Parties executed their own Cost Sharing Agreement on June 22, 2015, which memorialized the RP-1 Parties' desire to fund the Plume Remedy without the participation of ABGL/US, and allocated design, construction, and management costs for the Plume Remedy ("Plume Remedy Costs") and other costs associated with the Plume Remedy and the South Archibald Plume among the RP-1 Parties.

I. Notwithstanding execution of the Cost Sharing Agreement, ABGL/US and the RP-1 Parties continued to discuss and negotiate a potential settlement to implement the Plume Remedy and Water Supply Remedy.

J. ABGL/US and the RP-1 Parties were successful in reaching a mutually agreeable settlement and on _____, they executed a Settlement Agreement ("Global Settlement").

K. The Global Settlement will be made effective by the Regional Board's adoption of a CAO, which names the RP-1 Parties as responsible for implementing the Plume Remedy and Water Supply Remedy.

L. Upon the effective date of the Global Settlement, the RP-1 Parties agree that the Cost Sharing Agreement should be superseded by this Amended and Restated Cost Sharing Agreement ("Agreement") to address the RP-1 Parties': (i) responsibilities under the Global Settlement related to the Plume Remedy and Water Supply Remedy; (ii) responsibilities for compliance with the CAO; (iii) enforcement of the Joint Facility Development Agreement; and (iv) agreement to share other costs associated with the South Archibald Plume. However, the RP-1 Parties further agree that, any other agreements between them or any other party related to the South Archibald Plume, should not be superseded.

M. More specifically, pursuant to the CAO and the Global Settlement, IEUA will fund (with money from grants, loans, or direct financing), design and construct or require the CDA to design and construct the Plume Remedy in accordance with the RAP; and Ontario and Upland agree to implement the Water Supply Remedy.

NOW THEREFORE, in consideration of the above recitals and for adequate consideration, the RP-1 Parties agree as follows:

TERMS

1. Effective Date and Termination of Cost Sharing Agreement. This Agreement shall become effective and binding upon the RP-1 Parties on the first day following the date the Global Settlement becomes effective, which is contingent upon adoption of the CAO. Upon the effective date of this Agreement, the Cost Sharing Agreement shall be terminated. If the CAO is not adopted and/or if the Global Settlement is not fully executed or is voided, this Agreement shall become null and void and the original Cost Sharing Agreement shall remain in full force and effect.

2. No adjustments will be made between the RP-1 Parties as to costs incurred and shared prior to the date the Global Settlement becomes effective.

3. Contribution of Plume Remedy Costs.

(a) Pursuant to the CAO and the Global Settlement, if the costs to design and construct the Plume Remedy in accordance with the RAP exceed ten million five hundred thousand dollars (\$10,500,000), then Ontario agrees to pay up to five hundred thousand dollars (\$500,000) to IEUA for the capital costs of the Plume Remedy. However, IEUA will not request such contribution from Ontario until and to the extent that (i) the \$2,500,000 received from ABGL/US, (ii) portions of the \$10,200,000 received from the United States Bureau of Reclamation applicable to capital costs of the Plume Remedy, and (iii) any future grants funds awarded IEUA for the capital costs of the Plume Remedy, have been used to design or construct the Plume Remedy.

(b) Upland shall reimburse Ontario for 16.7% of the actual amount paid by Ontario to IEUA pursuant to this provision, except that if any part of the capital costs paid by Ontario are funded with grant funds or funds from a similar source, Upland shall not be responsible for payment of any amounts which were funded with grant or similar funds.

(c) The Parties agree that Plume Remedy Costs do not include costs associated with the investigation of the South Archibald Plume, preparation of the Feasibility Study and/or RAP, general agency overhead for oversight of the Plume Remedy, costs associated with mediation, and/or legal fees.

(d) The Parties will equally share the cost of IEUA's preparation of statutory five year review report(s) pursuant to Paragraph 55(C) of the CAO, with each party to pay one third of such cost. Upon completion of a statutory five year review report, IEUA shall provide written notice to Ontario and Upland of their share of the cost, and Ontario and Upland shall make such payment within thirty (30) days after receiving such notice. Payment shall be made by Electronic Funds Transfer ("EFT") to the following account:

Beneficiary Name:	Inland Empire Utilities Agency
Bank Name:	Citizens Business Bank
Bank Address:	12808 Central Avenue Chino, CA 91710

Account Number: 231-167641
Routing Number: 1222-34149

4. Joint Facility Development Agreement

IEUA shall be responsible for coordinating the Plume Remedy with CDA. With the acknowledgement that Ontario may be required to contribute to the Plume Remedy costs under Section 11 of the Global Settlement, this Agreement shall not otherwise obligate Ontario and Upland to reimburse costs incurred by IEUA in fulfilling IEUA's obligations pursuant to this Section 4.

5. Future Plume Monitoring Costs

(a) Pursuant to the CAO and the Global Settlement, Ontario and Upland shall be responsible for coordinating and conducting any and all monitoring of the TCE contamination in or around the current area of the South Archibald Plume after the Plume Remedy is completed ("Future Plume Monitoring").

(b) Ontario shall contribute 83.3% and Upland shall contribute 16.7% to the costs of Future Plume Monitoring.

(c) Ontario shall provide a written statement to Upland on an annual basis regarding the total amount of Future Plume Monitoring Costs incurred. Upland shall reimburse Ontario for its share of Future Plume Monitoring Costs for that year. Upland shall make such payment to Ontario within forty-five (45) days after receiving such annual written statement. Payment shall be made by Electronic Funds Transfer ("EFT") to the following account:

Beneficiary Name: City of Ontario
Bank Name: Citizens Business Bank
Bank Address: 701 N. Haven Ave., Suite 100, Ontario, CA 91764
Account Number: 233160555
Routing Number: 122 234 149

(d) Ontario shall keep records of Future Plume Monitoring costs, all reimbursement requests, and all payments made by Ontario and Upland, respectively.

(e) IEUA shall not be responsible for coordinating or financing Future Plume Monitoring.

6. Coordination and Cost-Sharing of Water Supply Remedy

(a) Pursuant to the CAO and the Global Settlement, Ontario and Upland shall be responsible for implementing the Water Supply Remedy.

(b) Ontario shall contribute 83.3% and Upland shall contribute 16.7% to the future costs to implement the Water Supply Remedy ("Future Water Supply Costs").

(c) Ontario shall provide a written statement to Upland on an annual basis regarding the total amount of Future Water Supply Costs incurred. Upland shall reimburse Ontario for its share of Future Water Supply Costs for that year. Upland shall make such payment to Ontario within forty-five (45) days after receiving such annual written statement. Payment shall be made by Electronic Funds Transfer ("EFT") to the following account:

Beneficiary Name: City of Ontario
Bank Name: Citizens Business Bank
Bank Address: 701 N. Haven Ave., Suite 100, Ontario, CA 91764
Account Number: 233160555
Routing Number: 122 234 149

(d) IEUA shall not be responsible for coordinating or implementing the Water Supply Remedy.

7. Enforcement of Joint Facility Development Agreement. Pursuant to the CAO, the Regional Board may require the RP-1 Parties to enforce the Joint Facility Development Agreement in the event of a CDA breach. If the RP-1 Parties are required to enforce the Joint Development Agreement, the RP-1 Parties shall implement the provisions of this Section 7.

(a) The RP-1 Parties' obligations under this Section 7 are triggered by written notification from the Regional Board that it has determined that the Joint Facility Development Agreement is not being implemented, but should be ("Enforcement Notice"). In the event of such written notification from the Regional Board, the RP-1 Parties will fund the cost of such enforcement proceedings in equal one-third shares.

(b) The RP-1 Parties agree that they have a common interest in enforcing the Joint Facility Development Agreement under this Section 7 and that such enforcement will be best and most efficiently accomplished through the retention of one attorney or law firm to represent all three RP-1 Parties.

(c) For the purposes of enforcement of the Joint Facility Development Agreement, decisions regarding the retention, management and direction of the RP-1 Parties' joint attorney will be made by majority vote of a Steering Committee comprised of the IEUA General Manager, the Ontario City Manager and the Upland City Manager. The Steering Committee members may delegate their responsibilities to one of their subordinates by providing notice to all RP-1 Parties.

(d) Within 5 business days of receiving an Enforcement Notice, each RP-1 Party shall provide notice of proposed attorneys to jointly represent the RP-1 Parties. The notice shall include 2 attorneys confirmed to be qualified and available, a summary of the qualification and the attorneys' proposed compensation. If any RP-1 Party does not provide such notice within five business days, that RP-1 Party will have waived its right to propose attorneys for consideration by the Steering Committee. Within 10 business days of receiving an Enforcement Notice, the RP-1 Parties shall convene a meeting of the Steering Committee to select an attorney from the group of attorneys proposed by all RP-1 Parties. If the Steering Committee is unable to

reach a majority decision on an attorney to jointly represent the RP-1 Parties, each member of the Steering Committee may strike one attorney from consideration, and the Steering Committee will then select an attorney from the remaining proposed attorneys. If the Steering Committee is still unable to reach a majority decision on an attorney to jointly represent the RP-1 Parties, then the Steering Committee members shall draw lots to determine the single Steering Committee member that will select an attorney. Each RP-1 Party agrees that it will pay its one-third share of the reasonable compensation for the attorney selected by the process set forth in this Section 7 as well as any additional costs necessary to enforce the Joint Facility Development Agreement.

(e) Each RP-1 Party is obligated to make its Steering Committee member available to provide direction to the jointly retained attorney when the attorney requires client direction.

8. Cooperation of Parties. The RP-1 Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

9. Term. The term of this Agreement shall be from the Effective Date to the date that the Regional Board provides written confirmation that the RP-1 Parties have no further removal and/or remedial activity obligations for the South Archibald Plume.

10. Dispute Resolution.

(a) In the event of a dispute regarding this Agreement, which cannot be resolved by informal negotiations, including a dispute concerning a Party's financial obligations, the RP-1 Parties will submit the dispute to non-binding mediation in the Los Angeles Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The RP-1 Parties will share the cost of such mediation equally.

(b) If mediation is not successful in resolving the dispute or the RP-1 Parties elect to waive mediation, then each Party shall have the right to pursue any and all remedies such Party may have available to it in law or equity.

(c) The provisions of this Section 10 will not apply to prevent any Party from initiating or maintaining any suit necessary to prevent irreparable harm, including but not limited to, loss of its claim due to passage of the relevant statute of limitations for that claim, that could otherwise occur during the time necessary to pursue the dispute resolution procedures set forth herein.

11. Notice. All notices or other communications required to be given pursuant to this Agreement shall be in writing, and, except as otherwise provided herein, shall be effective upon personal delivery or three (3) days after deposit in the United States mail, with first-class postage fully paid, addressed as follows:

IEUA: Attn: General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

with a copy to: Attn: Gregory J. Newmark
Meyers, Nave, Riback, Silver & Wilson
707 Wilshire Blvd., 24th Floor
Los Angeles, CA 90017

Ontario: Attn: City Manager
City of Ontario
City Hall
303 East "B" Street
Ontario, CA 91764

with a copy to: Attn: Gene Tanaka and John Holloway
Best Best & Krieger LLP
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596

Upland: Attn: City Manager
City of Upland
P.O. Box 460
Upland, CA 91786

with a copy to: Attn: Richard Adams II
City Attorney
Jones & Mayer
3777 N. Harbor Boulevard
Fullerton, CA 92835

12. Exclusion from Scope of Agreement. Notwithstanding any provision to the contrary, this Agreement does not address and has no effect on any claims, demands, action, causes of action and rights, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise), which the RP-1 Parties have or may have, now or in the future, against each other or against parties who may be responsible for the South Archibald Plume.

13. Miscellaneous.

(a) Incorporation of Recitals. The recitals set forth above are incorporated herein and made an operative part of this Agreement.

(b) Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes the Cost Sharing

Agreement dated June 22, 2015, and any prior agreements, contemporaneous discussions, or negotiations between the Parties, whether oral or written, with the exception of the agreements or documents identified below:

- (i) the CAO;
- (ii) the Global Settlement;
- (iii) the Joint Facility Development Agreement dated June 22, 2015;
- (iv) the Joint Defense Agreement among Ontario, Upland, and IEUA dated December 1, 2014;
- (v) any JAMS Fee Agreement and Cancellation Policy among Ontario, Upland, IEUA, and ABGL;
- (vi) any Tolling Agreement among Ontario, Upland, IEUA, ABGL, and the United States;
- (vii) the Regional Board Oversight Cost Reimbursement for Site Cleanup Program letter dated June 15, 2015;
- (viii) the Memorandum of Understanding on Funding for Ontario Airport Plume Joint Defense Agreement Costs among Ontario, Upland, and IEUA dated August 9, 2010;
- (ix) any other agreements between Ontario, Upland, IEUA, and/or CDA that pre-date the mediation between Ontario, Upland, IEUA, ABGL, and the United States; and
- (x) any other agreements with the Regional Board regarding the South Archibald Plume.

(c) Amendment. Other than Sections 3(b), 5(b) and 11, this Agreement cannot be amended unless in writing signed by all Parties. Section 3(b) and 5(b) may be amended in writing signed by Ontario and Upland, and a Party may change its contact information in Section 11 by written notification to all Parties.

(d) No Waiver. Any failure or delay on the part of any Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

(e) Headings; Section References. Captions and headings appearing in this Agreement are inserted solely as reference aids for the ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

(f) **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

(g) **Binding Effect; Assignment.** This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. Each Party shall have the right to assign its rights and all of its obligations under this Agreement with the written consent of the other Parties, provided, however, that the other Parties shall not unreasonably withhold such consent.

(h) **Governing Law.** This Agreement is a contract governed in accordance with the laws of the State of California.

(i) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. A photocopy, PDF, or fax reproduction of an original copy of the Agreement shall be of the same binding effect as the original

(j) **Authority.** The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

(k) **No Inducement or "Drafting Party".** Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not expressed in this Agreement has been made to effectuate this Agreement. Each of the Parties' respective legal counsel have reviewed and approved this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(l) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.

(m) **Relationship of Parties.** Except as otherwise provided herein, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Each Party shall be individually responsible for its own obligations as herein provided. Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize any Party to act as the agent for the other.

HAVING READ AND UNDERSTOOD the foregoing Agreement, the undersigned parties hereby cause the signatures of their duly authorized representative to be affixed below. The date of the last signature shall be entered in the paragraph preceding the Recitals.

INLAND EMPIRE UTILITIES AGENCY

By: _____

R. Joseph Gajdosik
General Manager

Date: OCTOBER 19, 2016

CITY OF ONTARIO

By: _____

Al C. Boling
City Manager

Date:

CITY OF UPLAND

By: _____

Rod B. Butler
City Manager

Date:

INLAND EMPIRE UTILITIES AGENCY

By: _____
P. Joseph Grindstaff
General Manager

Date:

CITY OF UPLAND

By: _____
Martin Thouvenell
Interim City Manager

Date: October 25, 2016

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

Date: October 18, 2016

EXHIBIT A

SOUTH ARCHIBALD PLUME

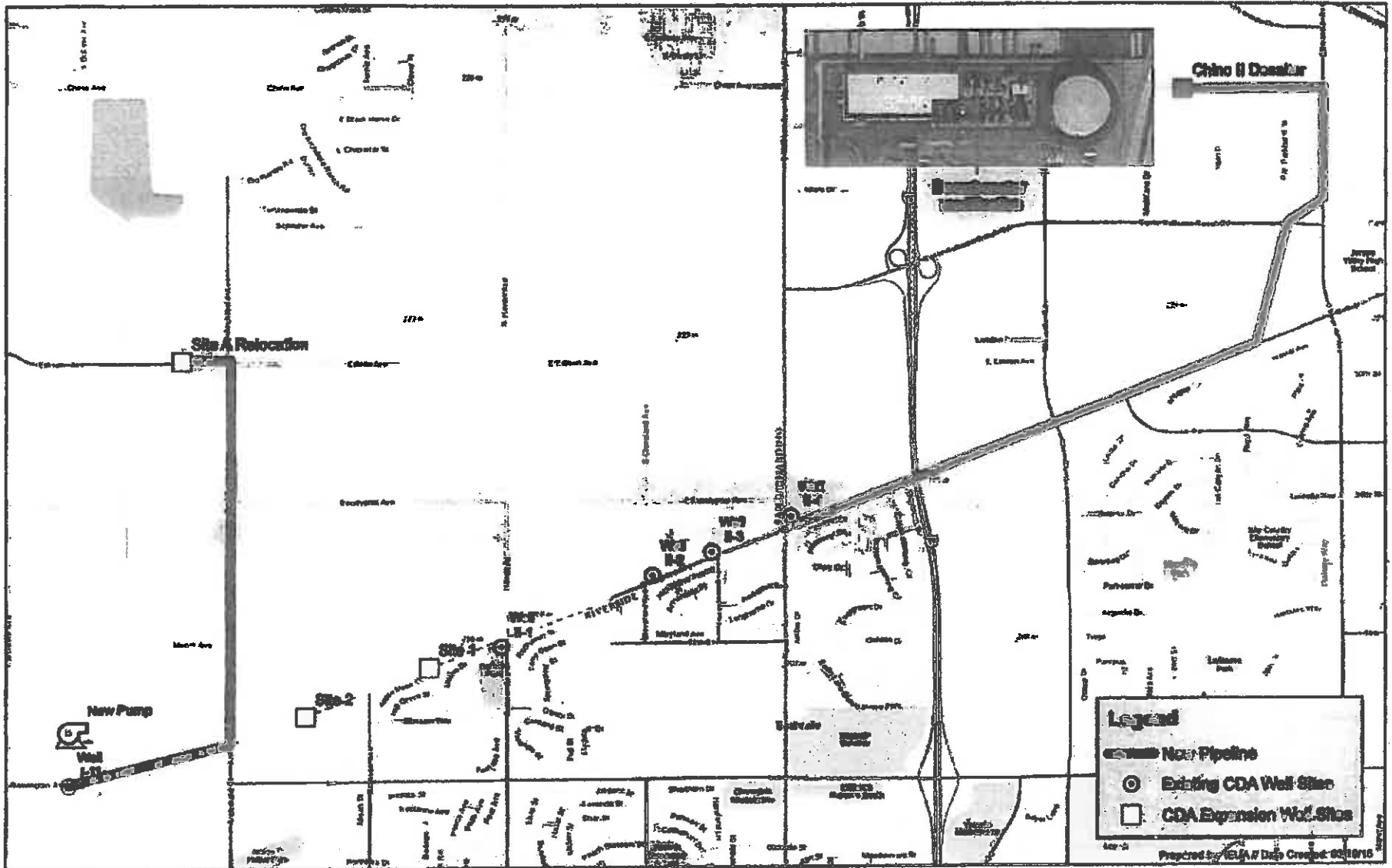


Survey Area: Aug 2013 640

- | | | |
|-----------------------|------------------------|-------------------------|
| Eir Service | COA Well | TOC Concentration (ppb) |
| Drainage Channel | Other Well | 0-9 and 10 |
| Well | Existing Decade 1 Well | 10 and 19 |
| Tank System Location | Existing Decade 2 Well | 20 and 29 |
| Borehole Water Sample | Proposed Decade 2 Well | 30 and 39 |
| Mound Monitor Well | | 40 and 49 |
| | | 50 and 59 |
| | | 60 and 69 |
| | | 70 and 79 |
| | | 80 and 89 |
| | | 90 and 99 |
| | | 100 and 109 |
| | | 110 and 119 |
| | | 120 and 129 |
| | | 130 and 139 |
| | | 140 and 149 |
| | | 150 and 159 |
| | | 160 and 169 |
| | | 170 and 179 |
| | | 180 and 189 |
| | | 190 and 199 |
| | | 200 and 209 |
| | | 210 and 219 |
| | | 220 and 229 |
| | | 230 and 239 |
| | | 240 and 249 |
| | | 250 and 259 |
| | | 260 and 269 |
| | | 270 and 279 |
| | | 280 and 289 |
| | | 290 and 299 |
| | | 300 and 309 |
| | | 310 and 319 |
| | | 320 and 329 |
| | | 330 and 339 |
| | | 340 and 349 |
| | | 350 and 359 |
| | | 360 and 369 |
| | | 370 and 379 |
| | | 380 and 389 |
| | | 390 and 399 |
| | | 400 and 409 |
| | | 410 and 419 |
| | | 420 and 429 |
| | | 430 and 439 |
| | | 440 and 449 |
| | | 450 and 459 |
| | | 460 and 469 |
| | | 470 and 479 |
| | | 480 and 489 |
| | | 490 and 499 |
| | | 500 and 509 |
| | | 510 and 519 |
| | | 520 and 529 |
| | | 530 and 539 |
| | | 540 and 549 |
| | | 550 and 559 |
| | | 560 and 569 |
| | | 570 and 579 |
| | | 580 and 589 |
| | | 590 and 599 |
| | | 600 and 609 |
| | | 610 and 619 |
| | | 620 and 629 |
| | | 630 and 639 |
| | | 640 and 649 |
| | | 650 and 659 |
| | | 660 and 669 |
| | | 670 and 679 |
| | | 680 and 689 |
| | | 690 and 699 |
| | | 700 and 709 |
| | | 710 and 719 |
| | | 720 and 729 |
| | | 730 and 739 |
| | | 740 and 749 |
| | | 750 and 759 |
| | | 760 and 769 |
| | | 770 and 779 |
| | | 780 and 789 |
| | | 790 and 799 |
| | | 800 and 809 |
| | | 810 and 819 |
| | | 820 and 829 |
| | | 830 and 839 |
| | | 840 and 849 |
| | | 850 and 859 |
| | | 860 and 869 |
| | | 870 and 879 |
| | | 880 and 889 |
| | | 890 and 899 |
| | | 900 and 909 |
| | | 910 and 919 |
| | | 920 and 929 |
| | | 930 and 939 |
| | | 940 and 949 |
| | | 950 and 959 |
| | | 960 and 969 |
| | | 970 and 979 |
| | | 980 and 989 |
| | | 990 and 999 |
| | | 1000 and 1009 |
| | | 1010 and 1019 |
| | | 1020 and 1029 |
| | | 1030 and 1039 |
| | | 1040 and 1049 |
| | | 1050 and 1059 |
| | | 1060 and 1069 |
| | | 1070 and 1079 |
| | | 1080 and 1089 |
| | | 1090 and 1099 |
| | | 1100 and 1109 |
| | | 1110 and 1119 |
| | | 1120 and 1129 |
| | | 1130 and 1139 |
| | | 1140 and 1149 |
| | | 1150 and 1159 |
| | | 1160 and 1169 |
| | | 1170 and 1179 |
| | | 1180 and 1189 |
| | | 1190 and 1199 |
| | | 1200 and 1209 |
| | | 1210 and 1219 |
| | | 1220 and 1229 |
| | | 1230 and 1239 |
| | | 1240 and 1249 |
| | | 1250 and 1259 |
| | | 1260 and 1269 |
| | | 1270 and 1279 |
| | | 1280 and 1289 |
| | | 1290 and 1299 |
| | | 1300 and 1309 |
| | | 1310 and 1319 |
| | | 1320 and 1329 |
| | | 1330 and 1339 |
| | | 1340 and 1349 |
| | | 1350 and 1359 |
| | | 1360 and 1369 |
| | | 1370 and 1379 |
| | | 1380 and 1389 |
| | | 1390 and 1399 |
| | | 1400 and 1409 |
| | | 1410 and 1419 |
| | | 1420 and 1429 |
| | | 1430 and 1439 |
| | | 1440 and 1449 |
| | | 1450 and 1459 |
| | | 1460 and 1469 |
| | | 1470 and 1479 |
| | | 1480 and 1489 |
| | | 1490 and 1499 |
| | | 1500 and 1509 |
| | | 1510 and 1519 |
| | | 1520 and 1529 |
| | | 1530 and 1539 |
| | | 1540 and 1549 |
| | | 1550 and 1559 |
| | | 1560 and 1569 |
| | | 1570 and 1579 |
| | | 1580 and 1589 |
| | | 1590 and 1599 |
| | | 1600 and 1609 |
| | | 1610 and 1619 |
| | | 1620 and 1629 |
| | | 1630 and 1639 |
| | | 1640 and 1649 |
| | | 1650 and 1659 |
| | | 1660 and 1669 |
| | | 1670 and 1679 |
| | | 1680 and 1689 |
| | | 1690 and 1699 |
| | | 1700 and 1709 |
| | | 1710 and 1719 |
| | | 1720 and 1729 |
| | | 1730 and 1739 |
| | | 1740 and 1749 |
| | | 1750 and 1759 |
| | | 1760 and 1769 |
| | | 1770 and 1779 |
| | | 1780 and 1789 |
| | | 1790 and 1799 |
| | | 1800 and 1809 |
| | | 1810 and 1819 |
| | | 1820 and 1829 |
| | | 1830 and 1839 |
| | | 1840 and 1849 |
| | | 1850 and 1859 |
| | | 1860 and 1869 |
| | | 1870 and 1879 |
| | | 1880 and 1889 |
| | | 1890 and 1899 |
| | | 1900 and 1909 |
| | | 1910 and 1919 |
| | | 1920 and 1929 |
| | | 1930 and 1939 |
| | | 1940 and 1949 |
| | | 1950 and 1959 |
| | | 1960 and 1969 |
| | | 1970 and 1979 |
| | | 1980 and 1989 |
| | | 1990 and 1999 |
| | | 2000 and 2009 |
| | | 2010 and 2019 |
| | | 2020 and 2029 |
| | | 2030 and 2039 |
| | | 2040 and 2049 |
| | | 2050 and 2059 |
| | | 2060 and 2069 |
| | | 2070 and 2079 |
| | | 2080 and 2089 |
| | | 2090 and 2099 |
| | | 2100 and 2109 |
| | | 2110 and 2119 |
| | | 2120 and 2129 |
| | | 2130 and 2139 |
| | | 2140 and 2149 |
| | | 2150 and 2159 |
| | | 2160 and 2169 |
| | | 2170 and 2179 |
| | | 2180 and 2189 |
| | | 2190 and 2199 |
| | | 2200 and 2209 |
| | | 2210 and 2219 |
| | | 2220 and 2229 |
| | | 2230 and 2239 |
| | | 2240 and 2249 |
| | | 2250 and 2259 |
| | | 2260 and 2269 |
| | | 2270 and 2279 |
| | | 2280 and 2289 |
| | | |

EXHIBIT B

PROJECT



**Chino Desalter Authority (CDA)
South Archibald Plume Project**

0 500 1,000 2,000
Feet
North Arrow

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of the Effective Date, as defined in Paragraph 3 below, among Aerojet Rocketdyne, Inc., The Boeing Company, General Electric Company, Lockheed Martin Corporation, ABGL, LLC, the City of Ontario, the City of Upland, the Inland Empire Utilities Agency, and the United States of America for itself and on behalf of the United States Air Force and the United States Army Corps of Engineers, collectively referred to as "the Settling Parties," as defined herein.

WHEREAS, there have been releases of trichloroethylene ("TCE") to the groundwater in the central Chino Basin, with the resulting affected area (the "Site"), located generally south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue. Notwithstanding the above general description, the Site does not include the plume of TCE, its breakdown products, and any other volatile organic compounds emanating from the Chino Airport, as described in Cleanup and Abatement Order R8-2008-0064 and related documents posted to the State Water Resources Control Board's GeoTracker database (or any successor database) for site SL208634049, and any location to which it may migrate.

WHEREAS, the Site contains concentrations of TCE in excess of 5 µg/L. As of the Effective Date of this Agreement, the California drinking water maximum contaminant level ("MCL") is 5 µg/L;

WHEREAS, in 2005, the California Regional Water Quality Control Board, Santa Ana Region (the "Regional Board"), issued Draft Cleanup and Abatement Orders to Aerojet Rocketdyne, Boeing, Northrop Grumman Corporation, Lockheed Martin, GE, and the United States related to the releases of TCE within, to, or from the Site ("2005 Draft CAOs");

WHEREAS, in 2012, the Regional Board issued a Draft Cleanup and Abatement Order to Ontario, Upland, and IEUA related to the releases of TCE within, to, or from the Site ("2012 Draft CAO");

WHEREAS, all of the Settling Parties claim they have contributed towards the development and implementation of removal and/or remedial actions to protect human health and the environment by mitigating the effects of the TCE releases within, to, or from the Site;

WHEREAS, beginning in 2007, Aerojet Rocketdyne, Boeing, Lockheed Martin, and GE, began providing replacement water to locations with domestic drinking water wells affected by TCE;

WHEREAS, one or more of the Settling Parties have developed and submitted to the Regional Board the principal National Contingency Plan documents, including a Remedial Investigation Report, a Feasibility Study, and a Remedial Action Plan for the Site, and the Settling Parties anticipate that the Regional Board will approve the final Remedial Action Plan through adoption of a future Cleanup and Abatement Order;

WHEREAS, Ontario, Upland, and IEUA have agreed to implement the Remedial Action Plan, whereby Ontario and Upland will provide (or cause to be provided) domestic replacement water to affected locations, and IEUA will (1) fund (with money from grants, loans, or direct financing), design and construct, or require CDA to design and construct, the Groundwater Remedy in accordance with the Remedial Action Plan, as described in the Future CAO and (2) cause CDA (or another entity approved by the Regional Board) to maintain and operate the Groundwater Remedy in accordance with the with the Remedial Action Plan, as described in the Future CAO.

WHEREAS, Ontario and Upland will assume ownership of ABGL's water tank systems in order to provide (or cause to be provided) domestic replacement water to affected locations;

WHEREAS, IEUA intends to pursue and secure grants and other financing, as appropriate, for the design and construction of the permanent remedial action, including grant(s) from the United States Bureau of Reclamation;

WHEREAS, pursuant to 43 U.S.C. § 390h-21, the United States, through the Bureau of Reclamation's WaterSMART Title XVI Water Reclamation and Reuse program, provided grants of \$3,000,000 (during FY14, October 1, 2013 - September 30, 2014) and \$5,000,000 (during FY15, October 1, 2014 - September 30, 2015) to IEUA for the Lower Chino Dairy Area Desalination and Reclamation Project Lower Chino Dairy Area Desalination and Reclamation Well Field and Pipeline Project and a grant of \$7,200,000 (during FY16, October 1, 2015 - September 30, 2016) to IEUA for the Chino Desalter Phase 3 Expansion of the Lower Chino Dairy Area Desalination and Reclamation Project;

WHEREAS, each of the Settling Parties have individually and/or collectively performed response actions related to the Site, claim to have incurred past response costs, and will perform additional response actions in the future;

WHEREAS, each of the Settling Parties may have claims against each other relating to the releases of TCE within, to, or from the Site and their respective response costs incurred or to be incurred, arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.* ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* ("RCRA"), the Carpenter-Presley-Tanner Hazardous Substances Account Act, California Health and Safety Code, § 25300 *et seq.* ("HSAA"), and/or state and federal common law;

WHEREAS, the Settling Parties desire to enter into this Agreement to have a full and final resolution of any and all claims that were asserted and could now be or hereafter could be asserted by any of the Settling Parties against any other of the Settling Parties in connection with the Site, and to avoid the complication and expense of litigating such claims; and

WHEREAS, the Settling Parties enter into this Agreement as a final settlement of all claims for the Covered Matters (as defined below) in connection with the Site, and do not admit any liability arising from occurrences or transactions pertaining to the Site.

NOW, THEREFORE, THE SETTLING PARTIES AGREE THAT:

1. The Settling Parties. The Parties to this Agreement are Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, ABGL, Ontario, Upland, IEUA, and the United States.
2. Application of this Agreement. This Agreement applies to, is binding upon, and inures to the benefit of the Settling Parties.
3. Effective Date. The Effective Date of this Agreement shall be the date the Regional Board adopts the Future CAO. The Settling Parties agree that this Agreement does not require Court approval.
4. Definitions.
 - a. ABGL. "ABGL" means ABGL, LLC, a limited liability company formed under the laws of California, with the following shareholders: Aerojet Rocketdyne, Boeing, GE and Lockheed Martin.
 - b. Aerojet Rocketdyne. "Aerojet Rocketdyne" means Aerojet Rocketdyne, Inc., and all of its officers, directors, agents, employees and servants, and its predecessors, successors, assigns and designees.

c. Boeing. "Boeing" means The Boeing Company, and all of its officers, directors, agents, employees and servants, and its predecessors, successors, assigns and designees, including without limitation Douglas Aircraft Company.

d. CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

e. CDA. "CDA" means the "Chino Basin Desalter Authority," a Joint Powers Authority formed under California Government Code §§ 6500-6536 (the "Joint Exercise of Powers Act") and presently comprised of the following eight member agencies: the City of Chino, the City of Chino Hills, the City of Norco, Ontario, IEUA, the Jurupa Community Services District, the Santa Ana River Water Company, and the Western Municipal Water District, and includes its successors, assigns, designees.

f. Covered Matters. "Covered Matters" shall mean (1) any and all claims that were, that could have been, that could now be, or that could hereafter be asserted by any of the Settling Parties against any of the other Settling Parties, that arise out of or in connection with any release, or threatened release, of TCE, its breakdown products, and any other volatile organic compounds in, to or from soil, surface water or groundwater at or to the Site, including any claims related to any TCE, its breakdown products, or any other volatile organic compounds that have emanated, currently emanate, or in the future emanate to or from the Site; and (2) any and all costs incurred or to be incurred by the Settling Parties that have arisen out of, or that arise out of, or in connection with, the investigation, removal actions and remedial actions conducted in connection with the 2005 Draft CAO, the 2012 Draft CAO, the Future CAO, and any other future order(s) issued by the Regional Board related to the release, or threatened release, of TCE, its breakdown products, and any other volatile organic compounds in, to or from soil, surface

water or groundwater at or to the Site, or any TCE, its breakdown products, and any other volatile organic compounds that have emanated, currently emanate, or in the future emanate to or from the Site, with the exception of claims for natural resource damages. "Covered Matters" shall not include Reserved Claims.

g. Domestic Water Supply Remedy. "Domestic Water Supply Remedy" means the remedy selected by the Remedial Action Plan for the funding and provision of alternative water supply to locations currently supplied water by a tank system or provided with bottled water, and locations supplied water by a private domestic well that in the future exceeds the MCL for TCE, pursuant to the terms of the Future CAO.

h. Future CAO. "Future CAO" means the Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-00xx to be adopted by the Regional Board and issued to Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, the United States, Ontario, Upland, and IEUA, which will select and define the Domestic Water Supply Remedy and the Groundwater Remedy as the remedial actions necessary to clean up and abate the presence of TCE in connection with the Site, including all future revisions and amendments thereto.

i. GE. "GE" means General Electric Company, its subsidiaries, and all of its officers, directors, agents, employees and servants, and its predecessors, successors, assigns and designees.

j. Groundwater Remedy. "Groundwater Remedy" means the remedy selected by the Remedial Action Plan to address the mitigation of the effects of TCE in groundwater at the Site, pursuant to the terms of the Future CAO.

k. IEUA. "IEUA" means Inland Empire Utilities Agency and all of its departments, successors, assigns and designees.

- l. Joint Facility Development Agreement. "Joint Facility Development Agreement" means that certain agreement between IEUA, Ontario, Upland, and CDA, dated June 22, 2015, attached hereto as Exhibit A.
- m. Lockheed Martin. "Lockheed Martin" means Lockheed Martin Corporation, its subsidiaries, and all of its officers, directors, agents, employees and servants, and its predecessors, successors, assigns and designees.
- n. Ontario. "Ontario" means the City of Ontario and all of its departments, agencies, components, subdivisions, and instrumentalities.
- o. Regional Board. "Regional Board" means the California Regional Water Quality Control Board, Santa Ana Region, formed pursuant to California Water Code § 13200(c).
- p. Reserved Claims. "Reserved Claims" means claims for personal injury, property damage, or Response Costs brought by third parties, and counterclaims, cross-claims or third party claims brought by any of the Settling Parties related to such claims by third parties, that arise out of or in connection with any release, or threatened release, of TCE, its breakdown products, and any other volatile organic compounds in, to or from soil, surface water or groundwater at or to the Site, including any claims related to any TCE, its breakdown products, and any other volatile organic compounds that have emanated, or currently emanate, or in the future emanate to or from the Site.
- q. Response Costs
- i. "Response Costs" means any costs which are incurred in responding to the release or threatened release of TCE, its breakdown products, and any other volatile organic compounds within, to or from the Site.

ii. **"Future Response Costs"** means Response Costs incurred after the Effective Date in responding to the release or threatened release of TCE, its breakdown products, and any other volatile organic compounds within, to, or from the Site.

iii. **"Past Response Costs"** means Response Costs incurred up to and including the Effective Date in responding to the release or threatened release of TCE, its breakdown products, and any other volatile organic compounds within, to or from the Site.

r. **Settling Parties.** "Settling Parties" shall collectively refer to the United States, Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, ABGL, Ontario, Upland and IEUA.

s. **Site.** The "Site" means the area in the central Chino Basin, located generally south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and north of Kimball Avenue, which is the subject of the Regional Board's 2005 Draft CAOs, the 2012 Draft CAO, and the Future CAO. Notwithstanding the above general description, the Site does not include the plume of TCE, its breakdown products, and any other volatile organic compounds emanating from the Chino Airport, as described in Cleanup and Abatement Order R8-2008-0064, and related documents posted to the State Water Resources Control Board's GeoTracker database (or any successor database) for site SL208634049, and any location to which it may migrate.

t. **Upland.** "Upland" means the City of Upland and all of its departments, agencies, components, subdivisions, and instrumentalities.

u. **United States.** The "United States" means the United States of America and all of its departments, agencies, components, and instrumentalities.

5. **Feasibility Study and Remedial Action Plan.** The Feasibility Study evaluates two sets of potential remedial actions to mitigate the TCE releases that have affected the Site, by

using the National Contingency Plan evaluation criteria and process to determine the relative ranking of the alternatives for each remedial action. The first set of alternatives addresses the provision of uninterrupted domestic replacement water to any person at the Site who is served by private domestic water supply well(s) at which TCE exceeds the applicable MCL, presently 5 µg/L. The second set of alternatives address the mitigation of the effects of TCE in groundwater at the Site. The Feasibility Study identifies the preferred domestic water supply remedy and the preferred groundwater remedy, and the final Remedial Action Plan will select the final preferred remedial actions to be implemented. The Future CAO will approve the final Remedial Action Plan. Ontario, Upland and IEUA shall jointly employ good faith efforts and exercise reasonable diligence to obtain Regional Board approval of the final Remedial Action Plan through the adoption of the Future CAO.

6. Domestic Water Supply Remedy.

a. Pursuant to the Future CAO, Ontario and Upland shall fund and implement the Domestic Water Supply Remedy in accordance with the Future CAO. Ontario and/or Upland may elect to connect any or all residents, commercial, and other entities whose private domestic water supply well(s) contain concentrations of TCE at or exceeding the existing MCL of 5 µg/L to the Ontario municipal water system. Ontario and/or Upland shall begin implementing the Domestic Water Supply Remedy on a date that is no later than 30 days after the Effective Date of this Agreement, and continue until the Regional Board approves discontinuance of the Domestic Water Supply Remedy. Ontario and/or Upland agree to assume all costs of the Domestic Water Supply Remedy.

b. Transition of Domestic Replacement Water Program. On a date that is no later than 30 days after the Effective Date, Ontario shall accept an assignment of a contract

between ABGL and Environmental Engineering and Contracting, Inc. ("EEC"), pursuant to which EEC provides certain services with respect to the supply of domestic water through the assignment agreement attached hereto as Exhibit B. Following the expiration of the assumed EEC contract, to operate the Domestic Water Supply Remedy in the future, Ontario may (a) operate the remedy itself; (b) enter into a new contract with EEC pursuant to which EEC provides certain services with respect to the supply of domestic water; or (c) contract with another third party. On a date that is no later than 30 days after the Effective Date, Ontario shall acquire the water tanks and appurtenant equipment necessary to operate the Domestic Water Supply Remedy from ABGL by executing a bill of sale, through the bill of sale attached hereto as Exhibit C.

c. **Groundwater Sampling.** Pursuant to the Future CAO, Ontario and Upland shall fund, and be responsible for conducting periodic sampling of private domestic water supply wells down-gradient of the TCE groundwater plume at the Site, and any other wells of which the Regional Board may require sampling in the future for the Domestic Water Supply Remedy (the "Water Supply Sampling Work").

d. IEUA, Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, ABGL, and the United States shall not have any responsibility for the Domestic Water Supply Remedy, the Water Supply Sampling Work and/or for providing uninterrupted domestic replacement water to any person who is served by private domestic water supply wells at which TCE exceeds the applicable MCL, including Future Response Costs related thereto.

e. **Water Infrastructure Costs.** IEUA, Ontario, and Upland represent that they have not, and covenant and agree that they will not, require developers and/or builders to perform or otherwise pay for (through any kind of charge, fee, costs or assessment) any portion

of the Domestic Water Supply Remedy, in connection with property development within the Site or otherwise. IEUA, Ontario, and Upland may enter into cooperative agreements for developers and/or builders to construct infrastructure needed for the Domestic Water Supply Remedy, provided that IEUA, Ontario, and/or Upland fully compensates the developers and/or builders for any costs attributable to the Domestic Water Supply Remedy and does not seek reimbursement of such costs from any or all of ABGL, Aerojet Rocketdyne, Boeing, GE, or Lockheed Martin, or the United States. Ontario may require or charge the developers and/or builders to construct the backbone infrastructure identified in Ontario's Water Master Plan. Ontario represents that the sole purpose of requiring the backbone infrastructure is the provision of water service to the new homes and businesses being developed and/or built within the Site or otherwise, regardless of the Domestic Water Supply Remedy.

7. Groundwater Remedy.

a. Design and Construction. Pursuant to the Future CAO, IEUA shall fund (with money from grants, loans, or direct financing), design and construct, or require CDA to design and construct, the Groundwater Remedy in accordance with the Remedial Action Plan, as described in the Future CAO. IEUA agrees to assume all costs associated with the design and construction of the Groundwater Remedy.

b. Groundwater Remedy Operation and Maintenance. Pursuant to the Future CAO, IEUA shall cause CDA (or another entity approved by the Regional Board) to maintain and operate the Groundwater Remedy as set forth in the Joint Facility Development Agreement. CDA will be responsible for operation and maintenance of the Groundwater Remedy. Pursuant to the Future CAO, IEUA, together with Ontario and Upland, shall enforce their Joint Facility Development Agreement with CDA regarding CDA's obligation to maintain and operate the

Groundwater Remedy in accordance with the Remedial Action Plan, until the Regional Board provides written authorization to discontinue operation of all or a portion of the Groundwater Remedy.

c. Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, ABGL, and the United States shall not have any responsibility for IEUA's, Ontario's, and/or Upland's cost of implementing the Groundwater Remedy, including any Future Response Costs related thereto.

d. IEUA represents that it has not received, and covenants and agrees that it will not receive, funds from any IEUA member agencies, other than Ontario and Upland, that have been used or will be used to directly or indirectly fund Past Response Costs or Future Response Costs, including the implementation of the Groundwater Remedy.

8. Condition Precedent to Agreement.

a. The Settling Parties acknowledge and agree that adoption of the Future CAO is necessary before Ontario, Upland and IEUA are obligated to implement the same. Therefore, the Regional Board's adoption of the Future CAO is an express condition precedent to the rights and obligations of all Settling Parties under this Agreement. If, after making a good faith effort and exercising reasonable diligence to obtain the Regional Board's adoption of the Future CAO, Ontario, Upland, and IEUA determine that the Future CAO will not be adopted, Ontario, Upland, and/or IEUA shall provide notice to the other Settling Parties that the condition precedent of this Paragraph 8 cannot be satisfied. Upon such notice, the Settling Parties will have twenty (20) business days to meet and confer on the claimed failure of the condition precedent. Unless the condition precedent is ultimately satisfied before the conclusion of the meet and confer period, this Agreement shall be null and void and none of the Settling Parties will have any rights or obligations whatsoever under this Agreement on the 21st day after the

notice of failure of the condition precedent.

b. IEUA shall promptly provide written notification when and if the condition precedent has been satisfied.

9. Payments by the United States.

a. Within one hundred twenty (120) days after receiving written notification pursuant to Paragraph 8.b. above, the United States agrees to pay one million one hundred thousand dollars (\$1,100,000) to IEUA for the capital costs of the Groundwater Remedy.

b. The payments by the United States shall be made by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the following account of the following entity in accordance with current electronic funds transfer procedures:

Beneficiary Name:	Inland Empire Utilities Agency
Bank Name:	Citizens Business Bank
Bank Address:	12808 Central Avenue Chino, CA 91710
Account Number:	231-167641
Routing Number:	1222-34149

c. Any requirement in this Agreement for the payment or obligation of funds by the United States shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1301(a), 1342 and 1511-1519.

10. Payments by Aerojet Rocketdyne, Boeing, GE and Lockheed Martin.

a. Within ninety (90) days after the Effective Date, Aerojet Rocketdyne, Boeing, GE and Lockheed Martin collectively agree to pay a total of one million, four hundred thousand dollars (\$1,400,000) to IEUA for the capital costs of the Groundwater Remedy.

b. The payments by Aerojet Rocketdyne, Boeing, GE and Lockheed Martin required under this Agreement shall be made by Electronic Funds Transfer ("EFT") to the

following account of the following entity:

Beneficiary Name: Inland Empire Utilities Agency
Bank Name: Citizens Business Bank
Bank Address: 12808 Central Avenue
Chino, CA 91710
Account Number: 231-167641
Routing Number: 1222-34149

11. Payments Made by Ontario.

a. Notwithstanding the provisions in Paragraph 7(c), if the costs to design and construct the Groundwater Remedy in accordance with the Remedial Action Plan exceed ten million five hundred thousand dollars (\$10,500,000), then Ontario agrees to pay up to a maximum of five hundred thousand dollars (\$500,000) to IEUA for the capital costs of the Groundwater Remedy exceeding ten million five hundred thousand dollars (\$10,500,000). IEUA shall provide written notice to Ontario if such payment is required, and Ontario shall make such payment within thirty (30) days after receiving such notice.

b. The payments by Ontario required under this Agreement shall be made by Electronic Funds Transfer ("EFT") to the following account of the following entity:

Beneficiary Name: Inland Empire Utilities Agency
Bank Name: Citizens Business Bank
Bank Address: 12808 Central Avenue
Chino, CA 91710
Account Number: 231-167641
Routing Number: 1222-34149

12. Releases and Covenants Not to Sue.

a. United States Release. Immediately upon the Effective Date of this Agreement, the United States forever releases, discharges, covenants, and agrees not to assert (by way of the commencement of an action or in any other fashion) any and all claims, causes of action, suits or demands of any kind whatsoever, in law or in equity, that it, or its

departments, agencies, components, subdivisions, instrumentalities, assigns, designees, consultants, insurers, or any other related entities, may have had, or hereafter has, against the other Settling Parties relating to the Covered Matters, including, but not limited to, claims under CERCLA Sections 107 and 113, RCRA, the HSAA, and/or state and federal common law claims, and including, but not limited to Past Response Costs and Future Response Costs. The Settling Parties agree that such release does not include any release by the United States for (i) any claims or actions regarding the Site brought by or on behalf of the United States Environmental Protection Agency or a natural resource trustee as provided in Paragraph 13 below, (ii) claims by Settling Parties relating to the enforcement of the terms of this Agreement, or (iii) Reserved Claims defined in Section 4(p). Notwithstanding anything to the contrary in this Agreement, the United States' release in this Paragraph 12(a) expressly includes a release of any Past Response Costs and a release of any claim to recover all or any portion of the United States' payment under Paragraph 9 of this Agreement.

b. Ontario/IEUA/Upland Releases. Immediately upon the Effective Date of this Agreement, Ontario, Upland and IEUA simultaneously forever release, discharge, covenant, and agree not to assert (by way of the commencement of an action or in any other fashion) any and all claims, causes of action, suits or demands of any kind whatsoever, in law or in equity, that they, or their departments, agencies, components, subdivisions, and instrumentalities, successors, assigns, designees, consultants, insurers, or any other related entities (excluding any of IEUA's member agencies other than Ontario and Upland), may have had, or hereafter has, against the other Settling Parties, and against each other, relating to Covered Matters, including, but not limited to, claims under CERCLA Sections 107 and 113, RCRA, the HSAA, and/or state and federal common law claims, and including, but not limited to Past Response Costs and

Future Response Costs. The release in this Paragraph 12(b) does not include Reserved Claims defined in Paragraph 4(p) or claims against the United States reserved in Paragraph 13.

c. Aerojet Rocketdyne/Boeing/GE/Lockheed Martin/ABGL Releases.

Immediately upon the Effective Date of this Agreement, Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, and ABGL simultaneously forever release, discharge, covenant, and agree not to assert (by way of the commencement of an action or in any other fashion) any and all claims, causes of action, suits or demands of any kind whatsoever, in law or in equity, that they, or their subsidiaries, parents, affiliates, components, subdivisions, and instrumentalities, successors, assigns, consultants, insurers, or any other related entities, may have had, or hereafter has, against the United States, Ontario, Upland and IEUA, relating to Covered Matters, including, but not limited to, claims under CERCLA Sections 107 and 113, RCRA, the HSAA, and/or state and federal common law claims, and including, but not limited to Past Response Costs and Future Response Costs. The release in this Paragraph 12(c) does not include Reserved Claims defined in Paragraph 4(p) or claims against the United States reserved in Paragraph 13.

d. Aerojet Rocketdyne, Boeing, GE, Lockheed Martin, ABGL, Ontario, Upland and IEUA covenant not to sue any third parties with respect to any Covered Matters. Reserved claims, as defined in Section 4(p), are expressly excluded from the scope of this covenant.

13. EPA and Natural Resources Damages Exclusion. This Agreement shall not constitute and shall not be deemed or construed to be a settlement or modification of claims by EPA, and shall not in any way bar or affect the rights of EPA, or the Department of Justice on behalf of EPA or a natural resource trustee, to make or assert such claims, causes of action, suits or demands, or to take or seek such actions as EPA, or the Department of Justice on behalf of

EPA or a natural resource trustee, deems appropriate with respect to the release, threatened release or presence of hazardous substances, toxic substances, contaminants, pollutants or wastes at the Site. Notwithstanding anything to the contrary in this Agreement, Ontario, Upland, IEUA and ABGL reserve their right to assert claims for contribution and or apportionment against the United States in response to any claim, cause of action, suit or demand initiated by EPA, or the Department of Justice on behalf of EPA or a natural resource trustee.

14. Protection Against Claims.

a. The Settling Parties acknowledge and agree that the payments and obligations provided for in this Agreement represent a good faith compromise of disputed claims for Covered Matters.

b. With regard to any claims for costs, damages, or other claims against the Settling Parties for Covered Matters under or addressed in this Agreement, the Settling Parties agree that the Settling Parties are entitled to contribution protection to the extent provided consistent with Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, the California Code of Civil Procedure §§ 877 and 877.6, and any other applicable provision of federal or state law, whether by statute or common law, extinguishing the Settling Parties' liability to persons not party to this Agreement.

c. The Settling Parties agree to join in and/or support, as may be appropriate, such legal proceedings as necessary to secure and maintain the contribution protection contemplated in this Agreement.

15. Effect of Settlement.

a. This Agreement was negotiated and executed by the Settling Parties in good faith and at arm's length, and is a compromise of claims, which were vigorously

contested.

b. The Settling Parties agree that this Agreement, including any payments made pursuant to it and the negotiations and communications related to it, shall not constitute or be construed as an admission of liability by the Settling Parties for any purpose as to any matter arising out of the transactions or occurrences alleged in this Agreement. Nor is it an admission of any factual allegations or an admission of violation of any law, rule, regulation, or policy by any of the Settling Parties to this Agreement.

c. This Agreement shall constitute a full and final resolution among the Settling Parties with respect to the Covered Matters.

16. Cooperation. The Settling Parties agree to cooperate with each other to effectuate the purposes of this Settlement Agreement. IEUA, Ontario, Upland, and ABGL agree to publicly issue the joint press statement attached hereto as Exhibit D to be released by the Regional Board as soon as possible following the Regional Board's adoption of the Future CAO. With the exception of the United States, no Settling Party shall initiate any further news media communications regarding the subject matter of this Agreement for a period of 60 days following the Effective Date, except for a news media communication previously approved by the other Settling Parties. Nothing in this Section 16 shall be interpreted to preclude any Settling Party from: making statements in response to news media inquiries; providing notice of public meetings and agendas by publication in news media and on the internet; making public meeting agendas, agenda packets and minutes available on the internet; and/or making statements at public meetings or hearings.

17. Dispute Resolution. In the event of a dispute, controversy or claim arising out of or relating to this Agreement, the Settling Party raising the dispute must give written notice

to the other Settling Party setting forth the nature and basis for the dispute within ninety (90) days from the date upon which the dispute arises, and those Settling Parties shall endeavor in good faith to resolve the dispute informally, including at least one meeting attended by all Settling Parties regarding the issue in dispute to be held within sixty (60) days after receipt of written notice of the dispute.

18. No Use As Evidence. This Agreement represents the compromise of disputed claims and nothing in this Agreement is intended to be, or shall be construed as, an admission or resolution of any question of fact or law with respect to any liability or responsibility for the Site. This Agreement shall not be admissible in any proceeding other than in an action where the Settling Party seeks to enforce the terms of this Agreement, or to demonstrate that it is entitled to contribution protection pursuant to Paragraph 14 of this Agreement. This Agreement shall not be used for any purpose whatsoever by any party, person or entity that is not one of the Settling Parties to this Agreement.

19. Conflicts of Law. This Agreement shall be governed and construed under the laws of the United States.

20. Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Headings. Any paragraph headings or section titles to this Agreement are provided solely as a matter of convenience and shall not be construed to alter the meaning of any paragraph or provision of this Agreement.

22. Original Counterparts; Signatures. This Agreement may be executed in any number of original counterparts, each of which shall be deemed to constitute one agreement. The execution of one counterpart by any Settling Party shall have the same force and effect as

if that Settling Party had signed all other counterparts. Signatures by facsimile or pdf format scans shall be binding and treated as though they were originals.

23. Integration Provision. This Agreement, including attachments, constitutes the entire Agreement between the Settling Parties with respect to matters covered herein. With the exception of the Feasibility Study and Remedial Action Plan, and the Future CAO, all prior discussions, drafts and writings between the Settling Parties are specifically superseded by this Agreement and may not be used to vary or contest the terms of this Agreement. However, and notwithstanding anything to the contrary in this Paragraph 23, this Agreement does not supersede any prior agreements made among Ontario, Upland, IEUA, and/or CDA. This Agreement may only be amended by a writing signed by all the Settling Parties hereto.

24. Representatives of the Settling Parties. Communications related to this Agreement shall be directed to the following persons:

For the United States:

Leslie M. Hill
United States Department of Justice
Environment & Natural Resources Division Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20044
(202) 514-0375
Fax: (202) 514-8865
Email: leslie.hill@usdoj.gov

and

Edwin Oyarzo
TPS/ACR Attorney
U.S. Air Force
50 Fremont Street, Suite 2450
San Francisco, CA 94105
Tel: (415) 977-8844
Email: edwin.oyarzo@us.af.mil

For Aerojet Rocketdyne:

William E. Hvidsten
Aerojet Rocketdyne, Inc.
Senior Counsel, Environmental
2001 Aerojet Road
Rancho Cordova, CA 95742-6418
Tel: 916-351-8524
mail: william.hvidsten@Rocket.com

For Boeing:

The Boeing Company
Attn: Steve Shestag, Director of Remediation Environment Health & Safety
2201 Seal Beach Boulevard
MC 110-SB33
P.O. Box 2515
Seal Beach, CA 90740-1515
Email: steven.l.shestag@boeing.com

and

The Boeing Company
Attn: Allison B. Edgar, Esq., Senior Counsel
2201 Seal Beach Boulevard MC 110-SB33
P.O. Box 2515
Seal Beach, CA 90740-1515
Email: allison.b.edgar@boeing.com

For General Electric:

Roger Florio
Executive Counsel, Environmental Remediation
GE Global Operations, Environment, Health & Safety
640 Freedom Business Center
King of Prussia, PA 19406
Tel.: (610) 992-7969
Email: roger.florio@ge.com

and

Randy McAlister
Executive Manager, Environmental Remediation
GE Global Operations, Environment, Health & Safety
3135 Easton Turnpike
Fairfield, CT, 06828

Tel.: (203) 373-3855
Email: randall.mcalister@ge.com

For Lockheed Martin:

Norman A. Varney, Jr.
Associate General Counsel — Environment, Safety & Health
Lockheed Martin Corporation
Mail Drop 532
5600 West Sand Lake Road
Orlando, FL 32819-8907
Tel.: (407) 356-6622
Email: norman.a.varney@lmco.com

and

Gene S. Matsushita
Senior Manager — Environmental Remediation
Lockheed Martin Corporation
2550 North Hollywood Way, Suite 406
Burbank, CA 91505
Tel.: (818) 847-0197
Email: gene.s.matsushita@lmco.com

For ABGL:

A.J. Gravel
Manager, ABGL, LLC
FTI Consulting
6903 Rockledge Drive, Suite 1200
Bethesda, MD 20817

For Aerojet, Boeing, GE, Lockheed Martin and ABGL, a copy to:

Clifton J. McFarland
Mitchell Chadwick LLP
3001 Lava Ridge Court, Suite 120
Roseville, CA 95661
Tel.: (916) 462-8888
Email: cmcfarland@mitchellchadwick.com

For Ontario:

Attn: City Manager
Al C. Boling
City Hall

303 East "B" Street
Ontario, CA 91764
Tel.: (909) 395-2396
Email: ABoling@ontarioca.gov

and

Gene Tanaka
Best Best & Krieger LLP
2001 N. Main Street, Ste. 390
Walnut Creek, CA 94596
Tel.: (925) 977-3300
Email: Gene.Tanaka@bbklaw.com

For IEUA:

Attn: General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Tel.: (909) 993-1730
Email: jgrindstaff@ieua.org

and

Greg Newmark
Meyers Nave
707 Wilshire Boulevard, 24th Floor
Los Angeles, CA 90017
Tel: (213) 626-2906
Email: gnewmark@meyersnave.com

For Upland:

City Manager
City of Upland
460 N. Euclid Avenue
Upland, CA 91785
and

Richard L. Adams II
Upland City Attorney
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835

In the event that the appropriate Representative of a Settling Party or their contact information changes, that Settling Party will promptly notify the other Settling Parties in writing and identify a new Representative or provide updated contact information for all communications related to this Agreement.

25. Representative Authority. The individuals signing this Agreement on behalf of the Settling Parties hereby certify that each is authorized to bind legally his or her respective Settling Party to this Agreement. Any change in ownership, corporate or other legal status of any Settling Party to this Agreement, including, but not limited to, transfer of assets or real or personal property, shall in no way alter the status of responsibilities of any of the Settling Parties to this Agreement under this Agreement.

26. No Inducement or Drafting Party. Each of the Parties has had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement

FOR THE UNITED STATES:

Date: September 16, 2016

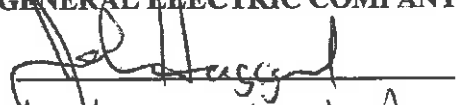
JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources
Division

LESLIE HILL

Digitally signed by LESLIE HILL
DN: cn=US, o=US Government, ou=Dept of
Justice, ou=ENRD, cn=LESLIE HILL,
c=US, email=LESLIE.HILL@DOJ.GOV, o=US
Department of Justice, ou=ENRD, ou=Environment and Natural Resources
Division, cn=LESLIE HILL
Date: 2016.09.16 16:00:12 -0400

Leslie M. Hill
U.S. Department of Justice
Environmental Defense Section
Environment and Natural Resources
Division
P.O. Box 7611
Washington, D.C. 20044
Tel.: (202) 514-0375
Email: leslie.hill@usdoj.gov

FOR GENERAL ELECTRIC COMPANY:

By: 

Its: Leaden, Global Remediation

Date: 9/18/2016

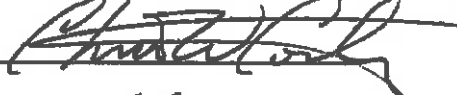
FOR LOCKHEED MARTIN CORPORATION:

By: *Carol R. Cole*

Its: *Vice President - Energy, Environment, Safety & Health*

Date: *22 September 2016*

FOR AEROJET ROCKETDYNE, INC.:

By: 

Its: VP

Date: 9/23/16

FOR THE BOEING COMPANY:

By: Allison Edinger

Its: Senior Counsel

Date: 9-15-16

FOR ABGL, LLC:

By:

Its:

Date:

[Handwritten Signature]
Manager
9/27/2016

FOR THE CITY OF ONTARIO:

By: 

Its: City Manager

Date: October 18, 2016

FOR THE CITY OF UPLAND:

By: _____

Its: _____

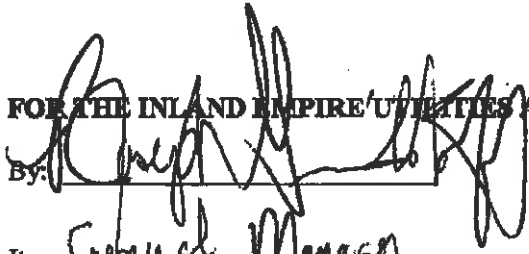
Date: _____

FOR THE INLAND EMPIRE UTILITIES AGENCY:

By:

Its:

Date:


General Manager
10/5/14

**California Regional Water Quality Control Board
Santa Ana Region**

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

**City of Ontario, City of Upland and Inland Empire Utilities Agency, Aerojet
Rocketdyne Inc., The Boeing Company, General Electric Company, Lockheed
Martin Corporation and the United States of America,
Former Ontario-Upland Sewage Treatment Plant (Regional Recycling Plant No. 1)
City of Ontario**

The California Regional Water Quality Control Board, Santa Ana Region (Santa Ana Water Board or Regional Board), finds that:

Legal and Regulatory Authority.

1. This Order conforms to and implements policies and requirements of the Porter-Cologne Water Quality Control Act (Division 7, commencing with Water Code section 13000) including (1) sections 13267 and 13304; (2) applicable State and federal regulations; (3) all applicable provisions of Statewide Water Quality Control Plans adopted by the State Water Resources Control Board (State Board) and the *Water Quality Control Plan, Santa Ana Basin* (Basin Plan) adopted by the Santa Ana Water Board including beneficial uses, water quality objectives, and implementation plans; (4) State Board policies and regulations, including State Board Resolution No. 68-16 (*Statement of Policy with Respect to Maintaining High Quality of Waters In California*), Resolution No. 88-63 (*Sources of Drinking Water*), and Resolution No. 92-49 (*Policies and Procedures for Investigation and Cleanup and Abatement of Discharges under California Water Code Section 13304*); California Code of Regulations (CCR) Title 23, Chapter 16, Article 11; CCR Title 23, section 3890 et. seq.; and (5) relevant standards, criteria, and advisories adopted by other State and federal agencies.
2. Water Code section 13304 contains the cleanup and abatement authority of the Santa Ana Water Board. Water Code section 13304 states, in pertinent part:

Any person...who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged to waters of the state and creates, or threatens to create, a condition of pollution or nuisance, shall upon order of the regional board clean up or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including but not limited to, overseeing cleanup and abatement efforts. A cleanup and abatement order issued by the state board or a regional board may require the provision of, or payment for, uninterrupted replacement water service, which may include wellhead treatment, to each affected public water supplier or private well owner.

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Replacement water shall meet all applicable federal, state and local drinking water standards and shall have comparable quality to that pumped by the public water system or private well owner prior to the discharge of waste.

3. Water Code section 13267 provides that the Santa Ana Water Board may require dischargers, past dischargers, or suspected dischargers to furnish those technical or monitoring reports as it may specify, provided that the burden, including costs, of these reports, shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. In requiring the reports, the Santa Ana Water Board must provide the person with a written explanation with regard to the need for the reports, and identify the evidence that supports requiring that person to provide the reports.

Factual Background

4. In 1986, the Metropolitan Water District of Southern California sampled 149 private domestic wells in the Chino Groundwater Basin (now Chino North Groundwater Management Zone), in conjunction with the preparation of an environmental impact report for its proposed conjunctive use program. Trichloroethylene (TCE) was detected up to 75 micrograms per liter ($\mu\text{g/L}$) in several wells south of Riverside Drive. The current California drinking water maximum contaminant level (MCL) for TCE is 5 $\mu\text{g/L}$. The Metropolitan Water District notified the Santa Ana Water Board of its findings and the Regional Board initiated an investigation to identify the likely sources of the TCE. Regional Board staff also continued to sample some of the private wells until 2002.
5. TCE is a volatile organic compound that was a popular vapor degreasing and cleaning solvent used by industry beginning in the mid-1940s, until environmental concerns and economic pressures led to the decline in its use in the 1970s. TCE was also an ingredient in consumer products during this timeframe.
6. Information obtained by Regional Board staff indicated that several former tenants at the Airport may have used TCE. In 2005, the Santa Ana Water Board distributed six draft Cleanup and Abatement Orders (2005 Draft CAOs) to Aerojet Rocketdyne Inc., The Boeing Company, General Electric Company, Northrop Grumman Corporation, Lockheed Martin Corporation, and the United States Department of Defense (United States). (Aerojet Rocketdyne Inc., The Boeing Company, General Electric Company, and Lockheed Martin Corporation are hereinafter referenced as "the Companies.") The Companies and the United States have always disputed the allegations set forth in the 2005 Draft CAOs that they are responsible for the discharge of wastes or the presence of TCE in the groundwater.
7. Regional Board staff also obtained information that some of the former tenants at the Airport, and numerous other industries, discharged their wastewater into the

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

sewage collection systems owned and operated by the Cities of Ontario and Upland at a time when TCE was a popular solvent used by industry.

- 8. In 1934, the City of Ontario built the Ontario-Upland Treatment Plant, located at 2450 E. Philadelphia Avenue in the City of Ontario. In 1942, the City of Upland entered into an agreement with the City of Ontario to jointly own the sewer system, treatment plant, and wastewater disposal areas.**
- 9. In the early 1970s, the Chino Basin Municipal Water District assumed operational control of the Ontario-Upland Treatment Plant, which thereafter became known as Regional Recycling Plant No. 1 (RP-1). The Chino Basin Municipal Water District eventually took over ownership of RP-1 from the Cities of Ontario and Upland (the Cities). Upon assuming operational control of RP-1, the Chino Basin Municipal Water District upgraded RP-1 by adding tertiary treatment and constructing a 30,000-foot pipeline to the Prado Flood Control Basin to divert most of the effluent away from the vicinity of RP-1.**
- 10. In 1998, the Chino Basin Municipal Water District changed its name to the Inland Empire Utilities Agency (IEUA).**
- 11. Groundwater data collected by and for the Regional Board from 1986 to the present shows the presence of a plume of volatile organic compounds (VOCs) in groundwater south of the Pomona (60) Freeway that is largely comprised of TCE (the "Plume"). The Plume is located in an area in the central Chino Basin, located generally south of the Pomona Freeway, west of Turner Avenue, east of Grove Avenue, and North of Kimball Avenue (the Site), which is the subject of the Regional Board's 2005 Draft CAOs, the 2012 Draft CAO, and this Stipulated CAO. Notwithstanding this general description, the Site does not include the plume of TCE, its breakdown products, and any other volatile organic compounds emanating from the Chino Airport, as described in Cleanup and Abatement Order R8-2008-0064 and related documents posted to the State Water Resources Control Board's GeoTracker database (or any successor database) for site SL208634049, and any location to which it may migrate. Taken together, the preceding two sentences define the Area of Attainment.**
- 12. The Chino Basin Desalter Authority (CDA) is a Joint Exercise of Powers Agency that manages the production, treatment, and distribution of highly treated potable water to cities and water agencies throughout its service area. Pursuant to Order No. R8-2007-00039, CDA extracts groundwater from the lower Chino Basin and treats the water to remove nitrate and total dissolved solids (TDS) using reverse osmosis, decarbonation and ion exchange at two desalter facilities, Chino I and Chino II. The CDA is in the process of expanding its groundwater production facilities to implement the Chino Basin Optimum Basin Management Program, which program includes achieving hydraulic control of the Chino Basin. The expansion includes: (1) constructing three new wells; (2) constructing a pipeline to connect the three new wells to the existing CDA pipeline for the purpose of**

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

conveying the groundwater pumped from the new wells to the Chino II Desalter; and (3) adding a third decarbonator at Chino II ("Planned Expansion Project").

- 13. The City of Ontario, City of Upland and IEUA (collectively, the "Settling Agencies") have collaborated with CDA to develop a remedy to address the Plume by leveraging CDA's investment in its Planned Expansion Project. This collaborative approach is the most cost-effective way to address the Plume. This Stipulated Settlement and Cleanup and Abatement Order ("Stipulated CAO") is intended to provide a basis for the Settling Agencies to move forward with a cost-effective remedy.**
- 14. Recent investigations have confirmed that the Plume is migrating south towards CDA's existing wellfield and towards the sites for the three proposed wells in the Planned Expansion Project. Some CDA wells have been impacted by detectable levels of TCE from the Plume. If the Plume remains unabated, it is anticipated that the TCE impact to CDA's existing and proposed wells will increase over time.**
- 15. In September 2012, the Regional Board sent draft CAO No. R8-2012-00xx to the Settling Agencies (2012 Draft CAO). The 2012 Draft CAO alleged that the Cities and IEUA, as the former and current owners and operators of RP-1 and wastewater disposal areas, are responsible for the discharge of wastes that resulted in the presence of TCE in groundwater downgradient of RP-1 and the disposal areas. The 2012 Draft CAO required, in part, the preparation and submission of a Feasibility Study and Remedial Action Plan for mitigating the effects of the Plume. The Settling Agencies dispute the allegations of such responsibility.**
- 16. The Plume is located within the Chino North Groundwater Management Zone.**
- 17. Pursuant to the Water Quality Control Plan, Santa Ana Region, the present and potential beneficial uses of groundwater in the Chino North Groundwater Management Zone include domestic and municipal water supply, agricultural water supply, and industrial water supply.**
- 18. The Santa Ana Water Board believes that settling this matter in accordance with the terms set forth in this Stipulated CAO is in the best interest of the people of the State.**

Cleanup and Abatement of the Plume

Development of Remedial Investigation, Feasibility Study and Selection of Preferred Remedial Alternatives

19. Beginning in 2007, the Companies began providing replacement water to residences affected by the Plume and are continuing to provide replacement water subject to Regional Board oversight. The City of Ontario and the City of Upland will assume responsibility for providing replacement water in accordance with the terms outlined below.
20. On October 13, 2011, the Companies completed a Remedial Investigation Report for the Plume (Remedial Investigation), which included a Baseline Risk Assessment. On November 19, 2014, the Companies completed a Supplemental Data Report to supplement the Remedial Investigation (Supplemental Report). The Cities of Ontario and Upland provided comments on the Remedial Investigation. Also, the United States installed a groundwater investigation well known as monitoring well 4.
21. In July and August of 2015, the Settling Agencies completed a Feasibility Study and a Remedial Action Plan (RAP) for the Plume. The Feasibility Study identified the following Remedial Action Objectives:
 - A. The numerical goal for TCE in groundwater is the MCL of 5 µg/L. The Area of Attainment is detailed above in Section 11.
 - B. Protect human health and the environment by mitigating the effects of the TCE groundwater plume.
 - C. Supply uninterrupted replacement water service to all residences that are served by private domestic wells at which TCE has been detected above the MCL within the Area of Attainment.
 - D. Monitor TCE concentrations in private domestic wells and public supply wells that may contain TCE above the MCL within and down-gradient of the Area of Attainment.
 - E. Minimize the migration of the TCE Plume in groundwater beyond the southern boundary of the Area of Attainment.
 - F. Minimize the concentration of TCE in the groundwater in un-impacted or less impacted areas within the Area of Attainment.

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

G. To the extent reasonably practicable, decrease the length of time that TCE impairs the beneficial use of groundwater in the Area of Attainment.

22. Two sets of remedial actions were evaluated in the Feasibility Study. The first set of alternatives address the uninterrupted delivery of replacement water to residences with wells that are currently impacted by the Plume. The second set of remedial actions address remediation of the Plume itself. The Feasibility Study includes a screening and then detailed analysis of these two sets of remedial action alternatives, as summarized in Tables 1 and 2 below.

Table 1: Domestic Water Supply Alternatives Screening Evaluation Summary

	Effective-ness	Implemen-tability	10-Year Cost	20-Year Cost	Con-clusion
Alternative 1 No Action	Not Effective	N/A	None	None	Retained
Alternative 2 Whole House Treatment	Potentially Effective	Easy	Moderate	Moderate	Retained
Alternative 3 Existing Tank Systems and Bottled Water Delivery	Highly Effective	Easy	Low	Low	Retained
Alternative 4 Install Permanent Pipeline	Highly Effective	Difficult	High	High	Not Retained
Alternative 5 Install Temporary Pipeline	Highly Effective	Difficult	Moderate	Moderate	Not Retained
Alternative 6A Construct New Wells; 1 Residence Per Well	Potentially Effective	Easy	Moderate	Moderate	Retained
Alternative 6B Construct New Wells; 3 Residences Per Well	Potentially Effective	Easy	Moderate	Low	Retained
Alternative 7A Hybrid Partial Pipeline and Tank Systems – Most Residences on Pipeline	Highly Effective	Moderate	High	High	Not Retained
* Alternative 7B Hybrid Partial Pipeline and Tank Systems – Half of	Highly Effective	Moderate	Moderate	Moderate	Retained

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Residences on Pipeline					
------------------------	--	--	--	--	--

* = Preferred alternative

Table 2: Plume Remedial Alternatives Screening Evaluation Summary

	Short Term Effectiveness	Long Term Effectiveness	Implementability	Cost	Conclusion
Alternative 1 No Action	Not Effective	Not Effective	Easy	Low	Retained
Alternative 2 Limited Action/Monitored Natural Attenuation	Not Effective	Not Effective	Easy	Low	Retained
Alternative 3A GAC Wellhead Treatment for Well CDA I-11	Not Effective	Not Effective	Moderate	Low	Not Retained
Alternative 3B GAC Wellhead Treatment for Well CDA I-11 and Site A	Not Effective	Potentially Effective	Moderate	Moderate	Not Retained
Alternative 3C GAC Wellhead Treatment for Well CDA I-11, Site A and Site 2	Not Effective	Effective	Moderate	Moderate	Retained
Alternative 3D GAC Wellhead Treatment for Well CDA I-11, Site 2, and a northern well at Edison Ave	Effective	Highly Effective	Moderate	High	Retained
Alternative 4A Air Stripping Wellhead Treatment for Well CDA I-11	Not Effective	Not Effective	Difficult	Low	Not Retained
Alternative 4B Air Stripping Wellhead Treatment for Well CDA I-11 and Site A	Not Effective	Potentially Effective	Difficult	High	Not Retained

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Alternative 4C Air Stripping Wellhead Treatment for Well CDA I-11, Site A and Site 2	Not Effective	Effective	Difficult	High	Not Retained
Alternative 4D Air Stripping Wellhead Treatment for Well CDA I-11, Site 2, and a northern well at Edison Ave	Effective	Highly Effective	Difficult	High	Not Retained
Alternative 5A Dedicated Pipeline to RO/Decarbonator at Desalter II; northern well at Merrill Ave	Not Effective	Effective	Moderate	Moderate	Retained
* Alternative 5B Dedicated Pipeline to RO/Decarbonator at Desalter II; northern well at Edison Ave	Effective	Highly Effective	Moderate	Moderate	Retained
Alternative 6 In-Situ Remediation	Effective	Effective	Difficult	Very High	Not Retained

* = Preferred alternative

23. The Feasibility Study and RAP selected preferred remedies from both the domestic water supply alternatives and the Plume alternatives by using the National Contingency Plan (NCP) evaluation criteria and process to determine the relative ranking of each retained alternative. The Feasibility Study examined the following nine evaluation criteria: overall protection of human health and the environment; compliance with all applicable or relevant and appropriate requirements (ARARs); long-term effectiveness and permanence; reduction of toxicity, mobility and volume through treatment; short-term effectiveness; implementability; estimated cost; State acceptance; and community acceptance. The first two criteria—overall protection of human health and the environment, and compliance with ARARs—are the threshold criteria that each alternative must meet. The next five criteria were then used as balancing criteria. The final criteria of State and community acceptance were then considered to obtain any preferences or concerns regarding the proposed alternatives.

24. The selected remedy for the domestic water supply, Alternative 7B (Hybrid Partial Pipeline and Tank Systems-Half of Residences on Pipeline), involves the

supply of uninterrupted potable water to each Affected Residence, either through a 11,000 linear foot water supply pipeline or a tank system. Approximately twenty-one Affected Residences will be served by the temporary pipeline, 16 Affected Residences would remain on 15 existing tank systems, and 3 Affected Residences currently on bottled water service would be provided with tank systems. Based upon a detailed evaluation of the NCP criteria, the Feasibility Study and RAP selected this remedy because it is protective of human health and the environment, complies with federal and State requirements that are applicable or relevant and appropriate to the remedial action, is cost-effective, and utilizes permanent solutions and alternative treatment technologies to the maximum extent practicable. This remedy also provides the most flexibility for planning around the future growth of the City of Ontario.

- 25. The selected remedy for the Plume, Remedial Alternative 5B (Dedicated Pipeline to RO/Decarbonator at Desalter II; northern well at Edison Avenue), (also referred to as the Work) involves: (1) adding a new pipeline connecting CDA's Well I-11 to the proposed Planned Expansion Project pipeline; (2) constructing a new 24-inch pipeline parallel to the existing CDA pipeline on Bellegrave Avenue to connect the Planned Expansion Project's new wells directly to the reverse osmosis and decarbonator treatment processes at Desalter II; (3) modifying the existing decarbonators at Desalter II in a manner designed to remove 95% of the TCE from the influent; (4) moving one of the Planned Expansion Project wells from the vicinity of South Archibald Avenue and Merrill Avenue, to a location approximately one mile north near the intersection of Edison Avenue and Cucamonga Creek ("northern well"); (5) constructing a new pipeline to connect the northern well to the pipeline along Bellegrave Avenue; and (6) installing a new pump to transport water from CDA Well I-11 to the pipeline system leading to Desalter II. Based upon a detailed evaluation of the NCP criteria, the Feasibility Study and RAP selected this remedy because it is protective of human health and the environment, complies with federal and State requirements that are applicable or relevant and appropriate to the remedial action, is cost-effective, and utilizes permanent solutions and alternative treatment technologies to the maximum extent practicable. This remedy also satisfies the statutory preference for treatment as a principal element of the remedy.**
- 26. Each selected remedy is protective of human health and the environment. The drinking water supply remedy will provide domestic replacement water to all Affected Residences south of Riverside Drive until the area is developed and the affected private domestic water supply wells are no longer used to supply water to individual residences. The water supplied to the residences will come from the City of Ontario municipal water supply, therefore there is little residual risk to human health. The Plume remedy will minimize the concentration of TCE in groundwater in un-impacted or less impacted areas and will also remove TCE in the groundwater produced by up to four CDA wells, which will limit potential distribution of TCE to a wider population via the CDA well-field. Because the selected Plume remedy will result in hazardous substances, pollutants, or**

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

contaminants remaining on-site above levels that allow unlimited use and unrestricted exposure, a statutory review will be conducted within five years after initiation of remedial action to ensure that the remedy is, or will be, protective of human health and the environment.

- 27. Each selected remedy complies with ARARs. The primary ARAR considered for the domestic water supply remedy is draft CAO No. R8-2012-00xx that the Regional Board issued to the Settling Agencies in September 2012. The 2012 Draft CAO required that domestic replacement water service be provided to all residences where the TCE concentration in private domestic wells is equal to or greater than the MCL. The domestic water supply remedy provides replacement water to all Affected Residences, thereby meeting the requirement of the 2012 Draft CAO. The Plume remedy also complies with ARARs. All water served to the public will have TCE concentrations below the MCL. The active removal of TCE from the aquifer at the northern well at Edison Avenue will reduce the mass and concentration of TCE in the aquifer faster than natural attenuation, thereby bringing it into compliance with the groundwater quality objectives set forth in the basin plan.**
- 28. Each selected remedy provides overall effectiveness proportional to its costs. The domestic water supply remedy is cost effective because it is of moderate long-term cost, has a low residual risk to human health, and also has the lowest risk that additional domestic replacement water supply will be necessary in the future. The Plume remedy is also cost effective in comparison to other alternatives, and removes more TCE mass from the aquifer in the short-term, thereby decreasing the timeframe to achieve the Remedial Action Objectives.**
- 29. Each selected remedy utilizes permanent solutions and alternative treatment technologies to the maximum extent practicable. The domestic water supply remedy utilizes a permanent solution to provide all Affected Residences with water from the Ontario municipal water supply. Utilizing treatment technologies that remove TCE via a reverse osmosis and decarbonator treatment train, the Plume remedy will remove the most mass of TCE from the aquifer in the short term, and will reduce the magnitude of the residual risk to human health and the environment to the maximum extent practicable.**
- 30. The selected domestic water supply remedy and the selected Plume remedy are collectively expected to achieve all Remedial Action Objectives.**
- 31. The selected domestic water supply remedy is expected to achieve applicable Remedial Action Objectives because it involves the supply of domestic replacement water to all Affected Residences south of Riverside Drive until the area is developed and the affected domestic water supply wells are no longer used to supply water to individual residences. To measure performance of the remedy, concentrations of TCE will be frequently monitored in private domestic wells located within and down-gradient of the Area of Attainment. Further, the**

City of Ontario will continue its Safe Drinking Water Act monitoring of its municipal water supply.

32. The selected Plume remedy is expected to achieve applicable Remedial Action Objectives because it will protect human health and the environment, comply with ARARs, and will clean up the Plume in groundwater to below the MCL of 5 µg/L in the Area of Attainment. The selected Plume remedy will remove TCE from groundwater; minimize the concentration of TCE in the groundwater in un-impacted or less impacted areas; capture TCE contamination in groundwater at the southern edge of the Area of Attainment, thereby minimizing the migration of the Plume; and will treat extracted groundwater for TCE. In doing so, the selected Plume remedy will reduce the volume and mobility of the Plume. With regard to TCE impacts, use of the northern well will also reduce the timeframe for restoring beneficial use of groundwater in the Area of Attainment. The selected remedy provides the best balance of tradeoffs as compared to the other alternatives in terms of the NCP threshold and balancing evaluation criteria.
33. The performance of the selected Plume remedy will be evaluated through eight primary mechanisms:
- (i) Implementation of Plume monitoring as required under Section 56(C) of this Stipulated CAO;
 - (ii) Use of data from the monitoring of private domestic wells and public supply wells located within and down-gradient of the Area of Attainment, as prescribed in the selected domestic water supply remedy;
 - (iii) Use of data from operational monitoring and water quality sampling performed by the CDA;
 - (iv) Use of data from drinking water compliance monitoring performed by the CDA pursuant to their Division of Drinking Water permit;
 - (v) Analysis of the Chino Basin Watermaster's regular groundwater level monitoring program from approximately 900 wells, including the hydraulic control monitoring program that focuses on the CDA well-field;
 - (vi) Analysis of the Chino Basin Watermaster's extensive groundwater quality monitoring program from approximately 750 wells;
 - (vii) Performance of periodic groundwater modeling that is used to define the capture zone created by the existing CDA well-field as specified in the 2014 Regional Board-approved

Revised Chino Basin Management Zone Maximum Benefit Groundwater Monitoring Program; and

- (viii) Detailed analysis and assessment of the state of hydraulic control in the Chino Basin, performed every five (5) years as part of regular groundwater modeling, to compute the annual groundwater underflow in the previous five years and to estimate future underflow based on the pumping plans in the Chino Basin, as specified in the 2014 Regional Board-approved Revised Chino Basin Management Zone Maximum Benefit Groundwater Monitoring Program.

Approval of Remedial Action Plan

- 34. The Remedial Investigation, the Feasibility Study, the Supplemental Report and the Cities' Comments were made available to the public in August of 2015. These documents were, and are, available in an online document repository and at the City of Ontario City Hall. The Notice of Availability of these documents was mailed to residents on August 18, 2015, and published in the Inland Valley Daily Bulletin on August 24, 2015. In addition, two public meetings were held at the Ontario Police Station on September 10, 2015 and September 24, 2015, where comments and input from the public were received. At these meetings, representatives of the Settling Agencies and the Regional Board answered questions about the Plume and the remedial alternatives. The Settling Agencies' responses to these comments are included as an appendix in the final version of the Feasibility Study.
- 35. The Regional Board has reviewed and considered the Remedial Investigation, Risk Assessment, Supplemental Report, the comments on the Remedial Investigation and Supplemental Report and the Feasibility Study. The documents prepared by the Settling Agencies and the Companies are sufficient to characterize the Plume, develop remedial alternatives and select a preferred remedial alternative through the adoption of the RAP.
- 36. The final RAP selecting the remedial actions to be implemented is approved by the Santa Ana Water Board through adoption of this Stipulated CAO. The remedial actions selected in the RAP will protect human health and the environment; comply with federal and State requirements that are applicable or relevant and appropriate to each action; are cost effective; and utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. The selected remedial actions also satisfy the statutory preference under CERCLA section 121 for treatment as a principal element of the remedy (i.e., reduces the toxicity, mobility, or volume of hazardous substances, pollutants, or contaminants as a principal element through treatment).

37. The Regional Board finds that the Remedial Investigation, Risk Assessment, Supplemental Report, Feasibility Study, and RAP, and the process used to develop these documents, are consistent with the National Contingency Plan.

Plume Remedy Funding

38. In order to obtain funding for at least a portion of the Plume remedy, IEUA has initiated the process to apply for grant funding under the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Water Code section 79771(c) provides that:

Funding authorized by this chapter shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties.

After analyzing the Plume remedy and the sources of available funding to construct it, the Santa Ana Water Board finds that any grant funding awarded to IEUA under Proposition 1 would not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination. Rather, such grant funds would be used to pay for costs that cannot be recovered from responsible parties.

39. The Santa Ana Water Board commenced attempts to identify and coordinate with potentially responsible parties for the Plume over ten years ago. In addition, the Settling Agencies, the Companies and the United States engaged a private third party neutral mediator over two years ago, and since then they devoted substantial time, effort and resources to the mediation. The Santa Ana Water Board began participating directly in the mediation over a year ago. In light of these efforts, and the information obtained over more than a decade of direct involvement, the Santa Ana Water Board finds that the Proposition 1 grant funding IEUA is pursuing would not be used to pay for costs that have been or reasonably could be recovered from responsible parties.
40. Water Code section 79771(b)(5) provides that one of the criteria considered in prioritizing projects for Proposition 1 grant money is whether the "project addresses contamination at a site for which the courts or the appropriate regulatory authority has not yet identified responsible parties, or where the identified responsible parties are unwilling or unable to pay for the total cost of cleanup" The Santa Ana Water Board finds that the Plume remedy addresses contamination at a site where responsibility of the potentially responsible parties is contested, and conclusively determining responsibility could require extensive and protracted litigation. Moreover, the Santa Ana Water Board is satisfied, and hereby so finds, that non-settling identified responsible parties are unwilling and/or unable to pay for the total cost of the Plume remedy. The Santa Ana Water Board finds that available information indicates reasonable

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

efforts have already been made by the Settling Agencies, the Companies and the Santa Ana Water Board itself, to require the responsible parties to pay for the total cost of the cleanup and recovering additional costs for cleanup is infeasible. The United States and the Companies make no representations nor warranties as to findings 38 through 40.

Effect of Stipulated CAO

41. Because the Plume remedy will result in hazardous substances remaining within the Plume above levels that allow for unlimited use and unrestricted exposure, a statutory review will be conducted within five years after initiation of remedial action to ensure that the remedy is protective of human health and the environment.
42. In exchange for the work performed and to be performed by the Settling Agencies, the prior work performed by the United States and the Companies, and the payments to be made by the United States and the Companies, the Santa Ana Water Board agrees to release the Settling Agencies, the United States and the Companies from all claims or causes of action under the Porter-Cologne Water Quality Control Act, CWC § 13000 et seq. (Porter-Cologne), the Carpenter-Presley-Tanner Hazardous Substances Account Act, California Health and Safety Code, § 25300 et seq. (HSAA), any other State statutes or common law (including claims based on nuisance or trespass), the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675 (CERCLA), and the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (RCRA), regarding the Plume. However, the Settling Agencies, the United States and the Companies do not admit any liability arising out of the Regional Board's allegations, nor does the work to be performed by the Settling Agencies in accordance with this Stipulated CAO or the prior work performed by the United States and the Companies constitute an admission of any liability under the foregoing statutes and State law by any of the Settling Agencies, the United States or the Companies.
43. The Parties also agree that this Stipulated CAO constitutes an administrative settlement pursuant to CERCLA section 113(f)(2), 42 U.S.C. § 9613(f)(2) and that the Settling Agencies, the United States and the Companies have, as of the Effective Date, resolved their liability, if any, to the Santa Ana Water Board, for the Matters Addressed in this Stipulated CAO as defined in Section 60 herein.
44. The Parties further agree that this Stipulated CAO constitutes an administrative settlement pursuant to CERCLA section 113(f)(3)(B), 42 U.S.C. §9613(f)(3)(B), and that the Settling Agencies, the United States and the Companies are entitled, as of the Effective Date, to protection from contribution actions, or claims or

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

counterclaims arising from or related to the Matters Addressed in this Stipulated CAO, as provided by CERCLA section 113(f)(2).

- 45. The Parties also acknowledge that entry into this Stipulated CAO is intended to protect the Settling Agencies, the United States and the Companies from any claims by any non-settling party, regardless of whether they are brought pursuant to Section 107 of CERCLA, Section 113 of CERCLA, or any other theory, as any claims against the Settling Agencies, the United States or the Companies arising out of facts alleged herein are in the nature of contribution claims arising out of a common liability, whether framed in terms of federal or State statute or common law.**
- 46. On June 22, 2015, the Settling Agencies and the CDA executed a Joint Facility Development Agreement, whereby the Settling Agencies will fund the incremental capital design and construction costs for the Work and the CDA will operate and maintain the completed Work until only monitored natural attenuation is necessary to restore beneficial uses in the Area of Attainment. The Regional Board has reviewed this Joint Facility Development Agreement and finds that such agreement provides sufficient assurances that the Work will be implemented in accordance with this Stipulated CAO. The Joint Facility Development Agreement is attached hereto as Exhibit A.**
- 47. The Parties and the Regional Board acknowledge and agree that the portion of the Remedial Action work to be performed by CDA pursuant to the Joint Facility Development Agreement is designed and intended to alter the Plume in the course of the remediation effort. The Regional Board further acknowledges and agrees it will not take any enforcement action against CDA for any actions required by the Joint Facilities Development Agreement and/or consistent with the terms of this Order. Notwithstanding any other provision of this Order, CDA is an express third party beneficiary of this Paragraph.**
- 48. In January 2011, CDA adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for its Planned Expansion Project. CDA collaborated with the Settling Agencies to incorporate the Work into the Planned Expansion Project. CDA, as the lead agency under CEQA, prepared an Addendum to the IS/MND to determine whether the Work required the preparation of supplemental environmental review to the IS/MND under CEQA standards (Pub Res Code section 21166; CEQA Guidelines section 15162 and 15164). CDA determined that no additional CEQA environmental review was required for the Work based on information in the Addendum. On June 4, 2015, CDA approved the Work and the IS/MND Addendum. As a result, the environmental review for the Work has been completed and the statute of limitations for any CEQA claims in connection with the Work has now expired. In approving this Stipulated CAO, the Settling Agencies and Companies rely on the approved IS/MND and Addendum for the analysis of the environmental impacts of the approval.**

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

49. The issuance of this Stipulated CAO is an enforcement action taken by a regulatory agency and is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, section 21000 et seq.), pursuant to California Code of Regulations (CCR), title 14, section 15321, subdivision (a)(2). The implementation of this Stipulated CAO is also an action to assure the restoration of the environment and is exempt from the provisions of the California Environmental Quality Act (California Public Resources Code, section 21000 et seq.), in accordance with CCR title 14, sections 15308 and 15330.
50. The Parties have negotiated this Stipulated CAO in good faith and implementation of the Work will expedite the cleanup of the Plume and will avoid prolonged and complicated litigation between the Parties.
51. The Regional Board believes and hereby finds this Stipulated CAO is procedurally and substantively fair, reasonable and is in the public interest. The Regional Board believes and hereby finds the prior work and Work performed and the amount of response and oversight costs to be funded by the Settling Agencies herein, and the prior work performed and payments to be made by the United States and the Companies, while necessarily imprecise, is in the aggregate, roughly correlated with an acceptable measure of comparative fault relative to the aggregate liability of the Settling Agencies, the United States and the Companies combined under CERCLA.
52. Any person affected by this action of the Santa Ana Water Board may petition the State Water Resources Control Board (State Board) to review the action in accordance with Water Code section 13320 and Title 23, CCR, section 2050 through 2068. The State Board, Office of Chief Counsel, must receive the petition within 30 days of the Effective Date of this Stipulated CAO.

With the consent of the Parties to this Stipulated CAO, **IT IS HEREBY ORDERED** that, pursuant to Water Code sections 13267 and 13304, the Settling Agencies, the United States and the Companies shall comply with the provisions of this Stipulated CAO as follows:

53. PARTIES BOUND

This Stipulated CAO shall apply to and be binding upon the Santa Ana Water Board, upon each of the Settling Agencies, upon the United States and upon each of the Companies, and each of their respective successors and assigns. Any change in legal status of a Party, including but not limited to any transfer of real property, shall in no way alter such Party's responsibilities under this Stipulated CAO.

54. DEFINITIONS

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Unless otherwise expressly provided herein, terms used in this Stipulated CAO that are defined in the Porter-Cologne Water Quality Control Act and CERCLA or in regulations promulgated thereunder shall have the meaning assigned to them in the Porter-Cologne Water Quality Control Act and CERCLA or in such regulations.

"Affected Residence" means a residence or location in the Area of Attainment currently supplied water by a tank system or provided with bottled water, and a residence or location in the Area of Attainment supplied water by a private domestic well that in the future exceeds the MCL for TCE.

"ARAR" means applicable or relevant and appropriate requirement.

"CAO" means Cleanup and Abatement Order.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675.

"CDA" means the Chino Basin Desalter Authority.

"Companies" means Aerojet-General Corporation, The Boeing Company, General Electric Company, and Lockheed Martin Corporation.

"Days" means calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided herein.

"IEUA" means the Inland Empire Utilities Agency.

"National Contingency Plan" means the National Oil and Hazardous Substances Pollution Contingency Plan codified at 40 C.F.R. Part 300, which provides a framework for responding to hazardous substance releases.

"Oversight Costs" means those future costs that the Regional Board may incur in monitoring and supervising the Settling Agencies' performance of the Work pursuant to this Stipulated CAO, including but not limited to reviewing deliverables submitted, ensuring that the timeframes for completing the Work are met, and otherwise overseeing compliance with the Stipulated CAO.

"Parties" means the City of Ontario, the City of Upland, IEUA, the United States, Aerojet Rocketdyne Inc., The Boeing Company, General Electric Company, Lockheed Martin Corporation, and the Santa Ana Water Board.

"Performance Standards" means the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the Remedial Action Plan.

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

“Plume” means the plume of groundwater contaminated with VOCs, including, but not limited to TCE, in the Chino North Groundwater Management Zone, as depicted generally on the map attached as Exhibit B.

“Porter-Cologne” means the Porter-Cologne Water Quality Control Act, California Water Code, Division 7, §§ 13000 et seq.

“Regional Board or Santa Ana Water Board” means the California Regional Water Quality Control Board, Santa Ana Region.

“Remedial Action” means the remedial actions selected in the Remedial Action Plan.

“Remedial Action Plan” or “RAP” means the final remedy selection document approved by this Stipulated CAO that identifies the preferred alternative for a remedial action, and sets forth the specific remedial action objectives and the timeframes for completion of the selected remedial action.

“Response Costs” means any costs, including but not limited to, direct and indirect costs, that the Regional Board may incur in connection with the Plume that are not Oversight Costs.

“Settling Agencies” means the City of Ontario, the City of Upland, and IEUA.

“Stipulated CAO” means this agreement and order and all appendices attached hereto.

“United States” means the United States of America and all of its departments, agencies, components and instrumentalities.

“Work” means capital funding and construction of the selected Remedial Action for the Plume pursuant to the Remedial Action Plan.

55. EFFECTIVE DATE

This Stipulated CAO becomes effective and binding upon all Parties on the date when the Santa Ana Water Board adopts the Stipulated CAO and it is signed by all Settling Agencies, the United States and the Companies.

56. PERFORMANCE OF THE REMEDIES

A. Domestic Water Supply Remedy.

- (i) On October 15, 2015, the City of Ontario received written correspondence from the State of California, State Water Resources Control Board, Division of Drinking Water, stating

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

that the proposed alternative water supplies would not require a water supply permit, provided a new public water system or State small water system is not created in the process. The domestic water supply remedy does not meet the threshold for requiring a water supply permit or a small water system permit.

- (ii) Within thirty (30) days from the effective date of this Stipulated CAO, the City of Ontario and City of Upland will take over providing alternative water supply to Affected Residences.
- (iii) Within ninety (90) days from the effective date of this Stipulated CAO, the City of Ontario and City of Upland will submit to the Regional Board a Workplan for those consenting Affected Residences currently receiving bottled water to be provided a water tank system or connected to the City's municipal water supply system. The Workplan will outline the approach to provide such water service with the following timeframes from the Regional Board's approval of the Workplan:
 - (1) Water service from existing water mains – 3 months
 - (2) Water tank systems – 6 months
 - (3) Water service from new water mains – 18 months
- (iv) Within seven (7) days of notice of sampling of a residential domestic supply well, whose concentration of TCE is at or above 4 µg/L, the City of Ontario and City of Upland shall provide bottled water to the residence until such time as a water tank system or connection to the City of Ontario's municipal water supply system can be achieved.
- (v) Changes to the alternative water supply remedy are subject to approval by the Regional Board and may require submittal of a workplan outlining the proposed changes. Upon the Regional Board's written approval, the domestic water supply remedy shall be deemed complete and the City of Ontario and City of Upland shall have no further obligations to implement the domestic water supply remedy pursuant to this Stipulated CAO, except as provided below in Section 56(C).

B. Plume Remedy.

Design Reports

- (i) Within seven hundred forty five (745) days from the effective date, IEUA shall submit to the Regional Board for the Executive Officer's approval (or his or her delegate's approval) a Design Report for the Northern Well to be constructed ("Northern Well Design Report") as part of the Plume remedy Work.
- (ii) Within six hundred (600) days from the effective date, IEUA shall submit to the Regional Board for the Executive Officer's approval (or his or her delegate's approval) a Design Report for all pipelines to be constructed ("Pipeline Design Report") as part of the Plume remedy Work.
- (iii) Within six hundred (600) days from the effective date, IEUA shall submit to the Regional Board for the Executive Officer's approval (or his or her delegate's approval) a Design Report for the modification of CDA decarbonators ("Decarbonator Design Report").
- (iv) Each Design Report shall comply with the general reporting requirements set forth in Section 57.
- (v) All Design Reports shall include, but not be limited to, the following information:
 - (1) A detailed description of design specifications and locations;
 - (2) A detailed description of all activities that are needed or planned to complete construction of the design described in the report;
 - (3) An implementation schedule; and
 - (4) Where applicable, certification from the State Board Division of Drinking Water that approves the design criteria.

Completion of Construction

- (vi) Within one thousand one hundred (1,100) days from the effective date, IEUA shall complete construction of all elements in the Northern Well Design Report.

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

- (vii) **Within eight hundred fifty (850) days from the effective date, IEUA shall complete construction of all elements in the Pipeline Design Report.**
- (viii) **Within nine hundred fifty (950) days from the effective date, IEUA shall complete construction of all elements in the Decarbonator Design Report.**
- (ix) **Nothing in this Stipulated CAO shall be deemed to interfere with the Joint Facility Development Agreement executed on June 22, 2015, between the Settling Agencies and the CDA, or modify the obligations of the parties thereunder.**

Certification of Construction Completion

- (x) **For each Design Report above, IEUA shall submit a Completion of Construction request to the Regional Board for a Certification of Construction Completion. The Regional Board will review IEUA's request in accordance with Section 58.**
- (xi) **If the Regional Board concludes that construction of the Work in a specific Design Report is not complete, the Regional Board shall notify IEUA of the deficiencies. Such notice must include a description of the activities that IEUA must perform to complete the Plume remedy Work for the specific Design Report, and an implementation schedule.**
- (xii) **If the Regional Board concludes, based on the initial or any subsequent Completion of Construction request, that a specific Design Report is complete, the Regional Board shall issue a Certification of Work Completion to IEUA.**
- (xiii) **Upon the Regional Board's issuance of all three Certifications of Construction Completion, the Plume remedy Work shall be deemed complete and IEUA shall have no further obligations to construct or implement the Plume remedy Work pursuant to this Stipulated CAO, except as provided below in Section 56(C) and (E).**

C. Plume Monitoring Reports. The City of Ontario and the City of Upland shall be responsible for coordinating and conducting any and all ongoing monitoring of the Plume, unless the Regional Board orders or directs another public agency to conduct such monitoring. If the City of Ontario and the City of Upland are instructed to monitor the Plume, then the City of Ontario and City of Upland shall jointly submit an annual Plume Monitoring Report to the

Regional Board by December 31 of each year, until the Regional Board provides written authorization to discontinue the submittal of such Plume Monitoring Reports. Each Plume Monitoring Report shall comply with the general reporting requirements set forth in Section 57. Each Plume Monitoring Report shall include concentrations of TCE at all monitoring well locations. Within five years after initiation of remedial action, IEUA shall conduct the review required by statute and this Order to ensure that the remedy is, or will be, protective of human health and the environment and submit a report of its findings to the Regional Board.

D. Chino Basin Desalter Authority. Upon issuance of the third and final Certification of Construction Completion as set forth in Section 56(B)(xiii), pursuant to the Joint Facility Development Agreement executed on June 22, 2015, between the Settling Agencies and the CDA, the CDA will continue maintaining and operating the Remedial Action in a manner consistent with the RAP until the Regional Board provides written authorization to discontinue operation of all or a portion of the Remedial Action. Notwithstanding the foregoing, the Parties acknowledge that CDA may suspend such operation if necessary to avoid a violation of the CDA's water supply permit(s), applicable drinking water standards, air quality regulations and/or other permit requirements applicable to the operation of Chino II Desalter (hereinafter "Applicable CDA Requirements").

E. Enforcement of the Remedial Action. In the event CDA discontinues its operation of the Remedial Action prior to receiving written authorization from the Regional Board, for reasons other than avoiding a violation of Applicable CDA Requirements, then the Parties shall proceed as follows:

- (i) If the Regional Board determines the Joint Facility Development Agreement is not being implemented, but should be, the Regional Board shall provide written notification to the Settling Agencies of such determination.
- (ii) Upon receiving such notice from the Regional Board, the Settling Agencies agree to enforce the terms of the Joint Facility Development and the Regional Board agrees to support the Settling Agencies' efforts.

F. Request for Extension of Time. If for any reason, the Settling Agencies are unable to perform any activity or submit any document in compliance with the schedule set forth herein, or in compliance with any work schedule submitted pursuant to this Stipulated CAO and approved by the Executive Officer, the Settling Agencies may request, in writing, an extension of the time specified. The extension request must be submitted at least 10 days in advance of the deadline in question and shall include justification for any delay including a description of the good faith effort performed to achieve compliance

with that deadline. The extension request shall also include a proposed time schedule to achieve compliance with the new proposed deadlines. Any modification to this Stipulated CAO, including but not limited to extensions of deadlines, shall be in writing and approved by the Executive Officer or his or her delegate.

57. REPORTING REQUIREMENTS

A. Signatory Requirements. All Design Reports required under Section 55(B) shall be signed and certified by IEUA or by a duly authorized representative of IEUA. All Plume Monitoring Reports required under Section 56(C) shall be signed and certified by City of Ontario or by its duly authorized representative. All other reports required under this Stipulated CAO shall be signed and certified by each Settling Agency or by a duly authorized representative of each Settling Agency. A person is a duly authorized representative if: (1) the authorization is made in writing by the Settling Agency and (2) the authorization specifies either an individual or a position having responsibility for the overall operation of the regulated activity. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)

B. Certification. Include the following signed certification with all reports submitted pursuant to this Stipulated CAO:

I certify under penalty of perjury under the laws of the State of California that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

C. Duty to Use Registered Professionals. The Settling Agencies shall provide documentation that all Design Reports and Completion of Construction requests under this Stipulated CAO are prepared under the direction of appropriately qualified professionals. California Business and Professions Code sections 6735, 7835, and 7835.1 require that engineering and geologic evaluations and judgments be performed by or under the direction of registered professionals. The responsible registered professional shall sign and affix his/her registration stamp to the report, plan, or document.

D. Report Submittals. All reports required under this Stipulated CAO shall be submitted in both hard copy and electronically to:

Santa Ana Regional Water Quality Control Board
Attn: Kurt Berchtold, Executive Officer
3737 Main Street, Suite 500
Riverside, CA 92501-3348
Phone: (951) 782-4130
kberchtold@waterboards.ca.gov

58. REGIONAL BOARD OVERSIGHT

A. The Regional Board shall provide oversight over the requirements of this Stipulated CAO.

B. The Regional Board shall review all reports and deliverables submitted pursuant to this Stipulated CAO. After review of any Design Report or Completion of Construction request that is required for Regional Board approval, the Regional Board shall, within ninety (90) calendar days: (1) approve the submission, in whole or in part; (2) approve the submission upon specified conditions; (3) disapprove the submission, in whole or in part; or (4) any combination of the foregoing. The Regional Board shall provide written notice of its decision to Settling Agencies and any further actions the Settling Agencies must take, if any.

C. In the event a Settling Agency disputes the Regional Board's decision on any report or deliverable, or disputes any Regional Board act or failure to act in regards to implementing this Stipulated CAO, nothing in this Stipulated CAO prevents a Settling Agency from later petitioning the State Board to review the Regional Board's decision. Upon such petition, the Regional Board will not assert that the Settling Agency has previously waived or forfeited its right to petition the Regional Board's adverse decision under Water Code section 13320.

59. PAYMENTS FOR OVERSIGHT COSTS

The Settling Agencies have agreed to pay the Regional Board Oversight Costs by executing the Oversight Cost Agreement, attached hereto as Exhibit C.

60. MATTERS ADDRESSED

The "Matters Addressed" in this Stipulated CAO are all response actions taken or to be taken pursuant to the RAP and further identified in the Remedial Investigation and Feasibility Study, and all Oversight Costs and any Response Costs incurred or to be incurred, at or in connection with the Plume, by the Settling Agencies, the United States, the Companies, the Regional Board, or any other person.

61. RELEASE AND COVENANTS

A. Resolution of and Release from Liability. Except as provided below, the Santa Ana Water Board does hereby release and forever discharge the Settling Agencies, the United States and the Companies, and each of their respective past and present employees, officers, officials, directors, agents, successors, and assigns, from any and all claims, causes of action, damages, costs, and liabilities whatsoever, in law or in equity, known or unknown, asserted or unasserted, foreseen or unforeseen, that the Santa Ana Water Board may now have, or may later claim to have, under Porter-Cologne, the HSAA, or any other State statutes or common law (including claims based on nuisance or trespass), CERCLA or RCRA in connection with, or in any way related to, the Plume and/or Matters Addressed in this Stipulated CAO. Notwithstanding the foregoing, the Regional Board or State Water Resources Control Board may issue further orders to the Settling Agencies as may be necessary to address either or both of the following circumstances, should such circumstances occur: (1) CDA breaches its obligation under the Joint Facility Development Agreement to continue operation of the Remedial Action, and such breach is not cured by implementation of the procedures set forth in Section 56(E) herein to enforce CDA's obligations; or (2) there is a failure of the Domestic Water Supply Remedy that cannot be cured by enforcement of the terms of this CAO. This release shall survive the termination of this Stipulated CAO.

B. Covenants by Santa Ana Water Board. Except as provided below), the Santa Ana Water Board covenants not to sue or to take administrative action against the Settling Agencies, the United States and the Companies under Porter-Cologne, the HSAA, any other State statutes or common law (including claims based on nuisance or trespass), CERCLA or RCRA in connection with, or in any way related to, the Plume and/or the Matters Addressed herein. Notwithstanding the foregoing, the Regional Board or State Water Resources Control Board may issue further orders to the Settling Agencies as may be necessary to address either or both of the following circumstances should such circumstances occur: (1) CDA breaches its obligation under the Joint Facility Development Agreement to continue operation of the Remedial Action, and such breach is not cured by implementation of the procedures set forth in Section 56(E) herein to enforce CDA's obligations; or (2) there is a failure of the Domestic Water Supply Remedy that cannot be cured by enforcement of the terms of this CAO. This covenant not to sue shall take effect upon the Effective Date and shall survive the termination of this Stipulated CAO. This covenant not to sue extends only to the Settling Agencies, the United States and the Companies and does not extend to any other person.

C. Covenants by Settling Agencies, the United States and the Companies. Except for the United States' reservation in subdivision D, below, and the Settling Agencies' expressly reserved right under Sections 58(C) and 64(A) to file a petition under Water Code section 13320, their right to seek judicial review of the resolution of that petition under Water Code section 13330, and their right to dispute the Regional Board's Oversight Cost as provided in the

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Oversight Cost Agreement, the Settling Agencies, the United States and the Companies covenant not to sue and agree not to assert any claims or causes of action against the Regional Board in connection with the Plume and/or the Matters Addressed herein. This covenant not to sue shall take effect upon the Effective Date and shall survive termination of this Stipulated CAO.

D. Reservation by the United States. The covenant not to sue set forth in subsection C does not include any release by the United States for any claims or actions regarding the Site brought by or on behalf of the United States Environmental Protection Agency (EPA) or a natural resource trustee. This Stipulated CAO shall not constitute and shall not be deemed or construed to be a settlement or modification of claims by the United States Environmental Protection Agency (EPA), and shall not in any way bar or affect the rights of EPA, or the Department of Justice on behalf of EPA or a natural resources trustee, to make or assert such claims, causes of action, suits or demands, or to take or seek such actions as EPA, or the Department of Justice on behalf of EPA or a natural resources trustee, deems appropriate with respect to the release, threatened release or presence of hazardous substances, toxic substances, contaminants, pollutants or wastes at the Site.

62. EFFECT OF SETTLEMENT

A. Resolution of Liability. The Parties agree that this Stipulated CAO constitutes an administrative settlement with the Santa Ana Water Board, as an agency of the State of California pursuant to which each of the Settling Agencies, the United States and each of the Companies has, as of the Effective Date, resolved its liability to the State within the meaning of CERCLA sections 113(f)(2) and 113(f)(3)(B) regarding the "Matters Addressed" in this Stipulated CAO.

B. Contribution Protection. The Parties agree that this Stipulated CAO constitutes an administrative settlement with the Santa Ana Water Board as an agency of the State pursuant to which each of the Settling Agencies, the United States and each of the Companies is entitled, as of the Effective Date, to protection from contribution actions, claims or counterclaims as provided by CERCLA section 113(f)(2), or as may be otherwise provided by law, regarding the "Matters Addressed" in this Stipulated CAO.

C. Other Claims Barred. The Parties agree that entry into this Stipulated CAO shall bar any and all claims for contribution or indemnity against the Settling Agencies, the United States or the Companies arising out of the facts alleged herein. Such claims by any non-settling party are barred regardless of whether they are brought pursuant to Section 107 of CERCLA, Section 113 of CERCLA, or any other theory, as any claims against the Settling Agencies, the United States or the Companies arising out of facts alleged herein are in the

nature of contribution claims arising out of a common liability, whether framed in terms of federal or state statute or common law.

63. NOTIFICATION OF PERFORMANCE UNDER SETTLEMENT AGREEMENT

A. Notification by the United States. The United States shall notify the Regional Board that it has satisfied its payment obligation under paragraph 9 of the settlement agreement among the Settling Agencies, the United States and the Companies within thirty (30) days of so doing. In the event the United States does not provide the Regional Board with such notice, and subject to reasonable opportunity to cure the lack of notice, the releases and covenants from the Regional Board set forth in paragraphs 61 and 62 with respect to the United States shall become null and void.

B. Notification by the Companies. The Companies shall notify the Regional Board that they have satisfied their payment obligation under paragraph 10 of the settlement agreement among the Settling Agencies, the United States and the Companies within thirty (30) days of so doing. In the event the Companies do not provide the Regional Board with such notice, and subject to reasonable opportunity to cure the lack of notice, the releases and covenants from the Regional Board set forth in paragraphs 61 and 62 with respect to the Companies shall become null and void.

64. GENERAL PROVISIONS

A. Duty to Comply. Failure to comply with the terms or conditions of this Stipulated CAO may result in additional enforcement action to compel compliance or seek civil penalties for non-compliance. Specifically, the Regional Board may issue an order establishing a time schedule under Water Code section 13308 to compel compliance with the terms of this Stipulated CAO; the Regional Board may seek the imposition of administrative civil liability pursuant to Water Code sections 13308 or 13350(a)(1) for failure to comply with the terms of this Stipulated CAO; and the Regional Board may refer the matter to the Attorney General of the State of California to seek relief in superior court under Water Code section 13304(a) to compel compliance with this Stipulated CAO and/or under Water Code section 13350(d)(1) to impose civil penalties for violation of the terms of this Stipulated CAO. Notwithstanding any other provision of this Stipulated CAO, the Settling Agencies, the United States and the Companies may oppose and defend against any action by the Regional Board and/or the Attorney General under this Section 64(A) by any means, including but not limited to the filing of a petition under Water Code section 13220 and seeking judicial review of the resolution of any such petition under Water Code section 13330.

B. Force Majeure.

- (i) For the purposes of this Stipulated CAO, "Force Majeure" is defined as any event arising from causes beyond the control of the Settling Agencies, any entity controlled by Settling Agencies, or Settling Agencies' contractors, that delays or prevents the performance of any obligation under this Stipulated CAO despite the Settling Agencies' best efforts to fulfill the obligation. "Force Majeure" does not include financial inability to complete the Work.
- (ii) If any event occurs or has occurred that may delay the performance of any obligation under this Stipulated CAO for which the Settling Agencies intend or may intend to assert a claim of Force Majeure, the Settling Agencies shall notify the Regional Board's Executive Officer within seven (7) business days of when the Settling Agencies first knew that the event might cause a delay. Within fourteen (14) business days thereafter, Settling Agencies shall provide to the Regional Board a written justification of the reasons for the delay; the anticipated duration of the delay; and all actions taken or to be taken to prevent or minimize the delay.
- (iii) If the Regional Board agrees that the delay or anticipated delay is attributable to a Force Majeure, the Regional Board will extend the time for performance of the obligation(s) affected by the Force Majeure, for such time as is necessary to complete the obligation(s). If the Regional Board does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure, the Regional Board will notify the Settling Agencies in writing of its decision within fourteen (14) business days after receiving the written justification above.

C. Notices and Submissions.

- (i) All notices, deliverables, approvals, requests, demands and other communications (collectively, "Notices") which the Parties are required or desire to serve upon or deliver to the other Party shall be in writing and shall be sent by U.S. mail, electronic mail, or courier, and addressed as set forth below:

To the Regional Board:
Name: Kurt Berchtold
Address: 3737 Main Street, Suite 500

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Riverside, CA 92501
Email: kberchtold@waterboards.ca.gov
Phone: (951) 782-4130

To the City of Ontario:

Attn: City Manager
Al C. Boling
City of Ontario
City Hall
303 East "B" Street
Ontario, CA 91764
(909) 395-2396
Aboling@ci.ontario.ca.us

To the City of Upland:

Attn: City Manager
City of Upland
City Hall
460 N. Euclid Avenue
(909) 931-4106
rbutler@ci.upland.ca.us

To IEUA:

Attn: General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
(909) 993-1730
jgrindstaff@ieua.org

To the United States:

Leslie M. Hill
United States Department of Justice
Environment & Natural Resources Division Environmental Defense
Section
P.O. Box 7611
Washington, D.C. 20044
(202) 514-0375
Fax: (202) 514-8865
Email: leslie.hill@usdoj.gov

and

Edwin Oyarzo
TPS/ACR Attorney

U.S. Air Force
50 Fremont Street, Suite 2450
San Francisco, CA 94105
Tel: (415) 977-8844
Email: edwin.oyarzo@us.af.mil

To Aerojet Rocketdyne Inc.:

William E. Hvidsten
Aerojet Rocketdyne Inc.
Senior Counsel, Environmental
2001 Aerojet Road
Rancho Cordova, CA 95742-6418
(916) 351-8524
william.hvidsten@Rocket.com

To The Boeing Company:

The Boeing Company
Attn: Steve Shestak
Director of Remediation
Environment Health & Safety
2201 Seal Beach Boulevard
MC 110-SB33
P.O. Box 2515
Seal Beach, CA 90740-1515
steven.i.shestak@boeing.com

To General Electric Company:

Randy McAlister
Executive Manager, Environmental Remediation
GE Global Operations, Environment, Health & Safety
3135 Easton Turnpike
Fairfield, CT, 06828
(203) 373-3855
randall.mcalister@ge.com

To Lockheed Martin Corporation:

Gene S. Matsushita
Senior Manager – Environmental Remediation

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

Lockheed Martin Corporation
2550 North Hollywood Way, Suite 406
Burbank, CA 91505
(818) 847-0197
gene.s.matsushita@lmco.com

(ii) All Notices sent pursuant to this Stipulated CAO are effective upon receipt.

D. Amendment. This Stipulated CAO, and any provisions herein, may not be amended unless by written instrument signed by all Parties and their counsel, except for changes of address or to the party notified in Section 64(C).

E. No Admission of Liability or Waiver. The Parties expressly understand and agree that this Stipulated CAO is not to be construed as, nor does it constitute, an admission, evidence, or indication, in any degree, of liability by any Party for any claim, asserted or un-asserted, nor shall it be considered or interpreted as an assumption of any liability under applicable law.

F. No Third Party Rights. Except as otherwise expressly provided herein with respect to CDA, nothing in this Stipulated CAO shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Stipulated CAO.

G. Good Faith. Each Party agrees to exercise good faith and diligence to implement this Stipulated CAO.

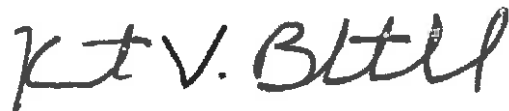
H. Governing Law. This Stipulated CAO shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California and, to the extent CERCLA applies, the laws of the United States.

I. Authority. The undersigned hereby represent and warrant that they are authorized to execute this Stipulated CAO on behalf of the entity or individual for which they are signing and may bind that entity or individual to the promises and obligations of this Stipulated CAO.

J. Counterparts. This Stipulated CAO may be executed in counterparts, with each counterpart being interpreted as an original, and all of which, taken together, shall constitute one and the same instrument.

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

I, Kurt V. Berchtold, Executive Officer, do hereby certify that the foregoing is a full, true and correct copy of an order adopted by the California Regional Water Quality Control Board, Santa Ana Region, on September 16, 2016.



Kurt V. Berchtold
Executive Officer

IN WITNESS WHEREOF, the Parties have agreed to the foregoing and hereby execute this Stipulated CAO.

[signatures appear on following page]

**CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD,
SANTA ANA REGION**

Date: _____

By: _____
Kurt V. Berchtold
Executive Officer

CITY OF ONTARIO

Date: _____

By: _____
Al C. Boling
City Manager

CITY OF UPLAND

Date: _____

By: _____
City Manager

INLAND EMPIRE UTILITIES AGENCY

Date: 11/4/16

By: 
P. Joseph Grindstaff
General Manager

UNITED STATES

Date: _____

By: _____
Leslie M. Hill
Trial Attorney

AEROJET ROCKETDYNE INC.

Date: _____

By: _____

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

THE BOEING COMPANY

Date: _____

By: _____

GENERAL ELECTRIC COMPANY

Date: _____

By: _____

LOCKHEED MARTIN CORPORATION

Date: _____

By: _____

2700436.1

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

**CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD,
SANTA ANA REGION**

Date: _____

By: _____
Kurt V. Berchtold
Executive Officer

CITY OF ONTARIO

Date: 10/19/16

By: _____
Al C. Boing
City Manager

CITY OF UPLAND

Date: 10/25/16

By: _____
Martin Thouvenell
Interim City Manager

INLAND EMPIRE UTILITIES AGENCY

Date: _____

By: _____
P. Joseph Grindstaff
General Manager

UNITED STATES

Date: _____

By: _____
Leslie M. Hill
Trial Attorney

AEROJET ROCKETDYNE INC.

Date: _____

By: _____

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

**CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD,
SANTA ANA REGION**

Date: _____

By: _____
Kurt V. Berchtold
Executive Officer

CITY OF ONTARIO

Date: _____

By: _____
Al C. Boling
City Manager

CITY OF UPLAND

Date: _____

By: _____
City Manager

INLAND EMPIRE UTILITIES AGENCY

Date: _____

By: _____
P. Joseph Grindstaff
General Manager

UNITED STATES

Date: October 4, 2016

By: **LESLIE HILL** _____
Leslie M. Hill
Trial Attorney

Digitally signed by LESLIE HILL
DN: c=US, o=U.S. Government, ou=Dept of
Justice, ou=ENRD, cn=LESLIE HILL,
0.9.2342.19200300.100.1.1=15001000881342
Date: 2016.10.04 10:48:33 -0400

AEROJET ROCKETDYNE INC.

Date: _____

By: _____

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

THE BOEING COMPANY

Date: 9/26/16

By: Allison Egan

GENERAL ELECTRIC COMPANY

Date: _____

By: _____

LOCKHEED MARTIN CORPORATION

Date: _____

By: _____

2700436.1

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

**CALIFORNIA REGIONAL WATER QUALITY
CONTROL BOARD,
SANTA ANA REGION**

Date: _____

By: _____
Kurt V. Berchtold
Executive Officer

CITY OF ONTARIO

Date: _____

By: _____
Al C. Boling
City Manager

CITY OF UPLAND

Date: _____

By: _____
City Manager

INLAND EMPIRE UTILITIES AGENCY

Date: _____

By: _____
P. Joseph Grindstaff
General Manager

UNITED STATES

Date: _____

By: _____
Leslie M. Hill
Trial Attorney

AEROJET ROCKETDYNE INC.

Date: 9/26/16

By: *Chris W. Conley* VP

33 *CHRIS W. CONLEY*

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016


THE BOEING COMPANY

Date: _____

By: _____

GENERAL ELECTRIC COMPANY

Date: 9/28/2016

By:  _____

LOCKHEED MARTIN CORPORATION

Date: _____

By: _____

2700436.1

Stipulated Settlement and Cleanup and Abatement Order No. R8-2016-0016

THE BOEING COMPANY

Date: _____

By: _____

GENERAL ELECTRIC COMPANY

Date: _____

By: _____

LOCKHEED MARTIN CORPORATION

Date: 9/24/16

By: *Carol H. Cila*

2700436.1

Exhibit A

**JOINT FACILITY DEVELOPMENT AGREEMENT BETWEEN
INLAND EMPIRE UTILITIES AGENCY, CITY OF ONTARIO,
CITY OF UPLAND, AND CHINO BASIN DESALTER AUTHORITY**

This Joint Facility Development Agreement ("Agreement") is made and entered into as of June 22 2015, by and among the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), a municipal water district, the CITY OF ONTARIO ("Ontario"), a municipal corporation, the CITY OF UPLAND ("Upland"), a municipal corporation, and the CHINO BASIN DESALTER AUTHORITY ("CDA"), a joint exercise of powers authority, for the purpose of implementing plume mitigation measures which include constructing and operating a remediation facility to remove volatile organic compounds, including trichloroethylene (collectively, "TCE"), from the South Archibald Plume (as defined below) consistent with and in addition to the Chino Basin Optimum Basin Management Program ("OBMP"). IEUA, Ontario, Upland, and CDA are sometimes individually referred to herein as "Party" and collectively as the "Parties." IEUA, Ontario, and Upland are also sometimes collectively referred to as the "RP-1 Parties."

RECITALS

A. Groundwater data collected by the Santa Ana Regional Water Quality Control Board ("Regional Board") shows the presence of a TCE plume in the groundwater south of the Ontario International Airport and covering an area approximately 15,000 feet long by 6,000 feet wide ("South Archibald Plume"). The South Archibald Plume has impacted or will likely impact existing CDA wells. The South Archibald Plume is generally depicted on the map attached as Exhibit A.

B. CDA extracts and treats groundwater from the lower Chino Basin and distributes the treated water to certain of its member agencies. CDA owns and operates a desalter facility in Jurupa Valley ("Desalter II"), which extracts and treats the groundwater with reverse osmosis, decarbonation and ion exchange processes. CDA is in the process of expanding the capacity of Desalter II by: (1) constructing three new wells; (2) constructing a pipeline to connect the three new wells to the existing CDA pipeline for the purpose of conveying the groundwater pumped from the new wells to Desalter II; and (3) adding a third decarbonator ("Planned Expansion Project").

C. The Parties, along with Western Municipal Water District and Jurupa Community Services District, entered into a Memorandum of Understanding in May 2013 to work together to develop a project to address the South Archibald Plume that meets the needs of the region in a fiscally responsible and timely manner ("Plume Cleanup Solution").

D. The Plume Cleanup Solution proposed by the RP-1 Parties is intended to achieve the objective of the 2013 Memorandum of Understanding by integrating additional improvements into the Planned Expansion Project that would remove TCE from the South Archibald Plume ("Cleanup Project"). The Cleanup Project is depicted on the map attached as Exhibit B, and is further defined in Section 2(a) below.

E. The RP-1 parties funded several reports prepared on behalf of, and under the direction of, CDA to evaluate the technical and fiscal merit of the Cleanup Project. In addition, the RP-1 Parties provided technical data and analysis requested by CDA to evaluate the Cleanup Project.

F. The Parties are public agencies with an interest in the sustainable health of the groundwater basin and protecting and maintaining a high quality groundwater supply for the communities served by them. The Parties desire to collaborate on the development and construction of the Cleanup Project. The RP-1 Parties will fund all incremental design and construction costs (over and above the Planned Expansion Project costs) for the Cleanup Project ("Cleanup Project Costs"). Subject to Sections 4(b) and 4(c), CDA will operate and maintain the Cleanup Project in connection with the operation of Desalter II, and Cleanup Project Costs do not include the cost of operating and maintaining the Cleanup Project after completion of construction thereof.

G. In 2005, the Regional Board sent draft Cleanup and Abatement Orders to Aerojet-General Corporation, the Boeing Company, General Electric Company, Lockheed Martin Corporation (collectively "ABGL") and the United States regarding the South Archibald Plume.

H. In September 2012, the Regional Board sent a draft Cleanup and Abatement Order ("draft CAO") to the RP-1 Parties. The draft CAO required, in part, the preparation and submission of a Feasibility Study and Remedial Action Plan for mitigating the effects of the South Archibald Plume.

I. The Cleanup Project is intended to respond to the Regional Board's request for construction and implementation of a remedy to mitigate the effects of the South Archibald Plume in compliance with the draft CAO. This Cleanup Project objective is in addition to, and complementary to, the Parties' interest in the health of the groundwater basin and a high quality groundwater supply.

J. CDA has not received any notice, cleanup and abatement order (draft or otherwise), or other request or order from the Regional Board or other governmental entity relating to the South Archibald Plume and is not a party to negotiations with ABGL relating to the South Archibald Plume.

K. Recent investigations have confirmed that the South Archibald Plume is migrating south towards CDA's existing wellfield and towards the sites for the three proposed wells in the Planned Expansion Project. Some CDA well sites have already been impacted by detectible levels of TCE from the South Archibald Plume. If the Cleanup Project is not constructed, it is anticipated that the TCE impact to CDA's existing and proposed wells will increase over time.

L. In late 2014, the CDA contracted with MWH to complete an evaluation assessing the technical merit of the proposed Cleanup Project ("MWH Report"). The MWH Report concluded that under various operational scenarios, the Cleanup Project consistently resulted in reduced TCE in final product water when compared to the no-project alternative. Yorke Engineering was retained to study the potential impacts of the Cleanup Project on TCE emissions from Desalter II (the "Yorke Study"). The Yorke Study concluded that the Cleanup Project

would not necessitate additional air pollution control equipment under South Coast Air Quality Management District rules.

M. Notwithstanding the Regional Board's draft CAO and ABGL's allegations and contentions, each of the Parties denies any responsibility or liability for the South Archibald Plume.

NOW THEREFORE, in consideration of the above recitals and for adequate consideration, the Parties agree as follows:

TERMS

1. Cleanup Project Feasibility Study and Remedial Action Plan.

(a) The RP-1 Parties shall be responsible for funding and completing the Feasibility Study and the Remedial Action Plan required for Regional Board approval of the Cleanup Project, including coordinating, completing and funding all public outreach, public review and/or public comments relating to the Cleanup Project.

(b) The Parties will coordinate with each other regarding public statements made regarding the Cleanup Project. The Parties intend that planned public statements will be made available to the other Parties within a reasonable time prior to the publication of such statements. "Planned public statements" is intended to include, without limitation, press releases and press conferences and, whenever feasible, staff reports to be presented during public meetings of the Parties' governing boards.

(c) The RP-1 Parties will keep CDA routinely and appropriately apprised of meetings or correspondence regarding the Cleanup Project, including finalization of the Feasibility Study and the Remedial Action Plan for the Cleanup Project and correspondence from the Regional Board. The Parties anticipate periodic meetings as appropriate during the course of design and construction of the Project.

(d) The RP-1 Parties shall be responsible for making a good faith effort, and exercising reasonable diligence, to obtain approval of the Cleanup Project from the Regional Board.

(e) CDA shall cooperate with and support the RP-1 Parties' efforts to obtain the Regional Board's approval of the Cleanup Project, at no cost to CDA.

2. Design, Development and Construction of the Cleanup Project.

(a) The Cleanup Project consists of: (i) constructing a new 24-inch pipeline parallel to the existing CDA pipeline on Bellegrave Avenue connecting the Planned Expansion Project's new wells directly to the reverse osmosis and decarbonator treatment processes at Desalter II; (ii) modifying the existing decarbonators at Desalter II in a manner designed to remove 95% of the TCE from the influent; (iii) moving one of the Planned Expansion Project wells from the vicinity of South Archibald Avenue and Merrill Avenue, north approximately one mile to a location near the intersection of Edison Avenue and Cucamonga Creek (the "Northern

Well") and the incremental costs associated with the elevated levels of TCE expected during the development of the Northern Well; (iv) constructing a new pipeline to connect said Northern Well to the pipeline along Bellegrave Avenue; (v) adding a new pipeline connecting CDA's Well I-11 to the Planned Expansion Project pipeline at its anticipated new well at Site 2; (vi) modifying pumping equipment to transport water from CDA Well I-11 to the pipeline system leading to Desalter II; and (vii) equipping CDA's Well II-10, Well II-11 and the Northern Well with variable frequency drives and associated equipment required to adjust well output for cleanup of the South Archibald Plume. The component of the Cleanup Project described in clause (vii) of the immediately preceding sentence is referred to herein as the "VFD Component."

(b) Subject to force majeure, CDA shall be responsible for undertaking all Cleanup Project management and construction activities within the schedule, including milestone deadlines, as required by the Regional Board (the "Cleanup Project Schedule"); provided, CDA shall have the right to approve the Cleanup Project Schedule, in CDA's reasonable discretion, prior to being bound by the Cleanup Project Schedule.

(c) The Parties shall fully cooperate with one another in developing and implementing the Cleanup Project as described above and depicted in Exhibit B. CDA shall design and construct the Cleanup Project in a manner that incorporates the Cleanup Project into the Planned Expansion Project. CDA shall also act as the project manager for the design and construction of the Cleanup Project unless, within 90 days of the effective date of this Agreement, CDA provides the RP-1 Parties with notice that it has elected to have IEUA serve as the project manager.

(i) CDA will keep the RP-1 Parties reasonably and appropriately apprised of the construction contracting process, including the final design of the Cleanup Project, the request for bids, the construction bids submitted, the award of the construction contract, and any bid protests or other challenge to the contracting process;

(ii) CDA will obtain express approval from a designated representative of the RP-1 Parties prior to awarding each contract for the design and/or construction of the Cleanup Project and prior to approving any material change orders, including all change orders that will cause the Cleanup Project Costs for the applicable contract to exceed the contract price plus the planned contingency amount; and

(iii) If, upon completion of the Cleanup Project's construction bidding process, the estimated total Cleanup Project Costs exceed the sum of \$10 million plus a reasonable construction contingency not to exceed ten percent (10%), the Parties shall consult with each other to reassess the scope and viability of the Cleanup Project before awarding any construction contracts; however, prior to award of the first construction contract for the Cleanup Project, each RP-1 Party shall have the right to terminate this Agreement.

(d) CDA agrees to construct the Cleanup Project by awarding construction contract(s) in accordance with the process described in this Section 2 and by performing its obligations under said contract(s).

(e) CDA shall be responsible for obtaining all regulatory approval(s) of the Cleanup Project and the Planned Expansion Project, other than approvals specified in Section 1(d). However, to the extent the Cleanup Project causes the cost of obtaining such regulatory approvals to be increased over the cost for the Planned Expansion Project regulatory approvals, the additional incremental cost of regulatory approvals for the Cleanup Project shall be funded by the RP-1 Parties as Cleanup Project Costs.

(f) The Parties anticipate that CDA will be the lead agency for the evaluation of the environmental impacts, if any, of the Cleanup Project pursuant to the California Environmental Quality Act ("CEQA") and evaluation and clearance of the Cleanup Project pursuant to the National Environmental Policy Act ("NEPA"); provided that CDA shall coordinate closely with the RP-1 Parties in connection with such evaluation and clearance. The RP-1 Parties shall save, protect, pay for, defend (with counsel acceptable to CDA), indemnify and hold harmless CDA from and against any and all liabilities, suits, actions, claims, demands, damages, losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and costs) which may now or in the future be incurred or suffered by CDA by reason of, resulting from, or in connection with, CDA's compliance with CEQA and/or NEPA as lead agency in connection with CDA's approval of the Cleanup Project (collectively referred to herein as "CEQA/NEPA Liabilities"). The foregoing indemnity obligation shall survive the termination of this Agreement. At the request of the RP-1 Parties, CDA shall cooperate with and assist the RP-1 Parties in the defense of any such CEQA/NEPA Liabilities; provided that CDA shall not be obligated to incur any expense in connection with such cooperation or assistance.

(g) CDA shall own the Cleanup Project, including the new pipelines, the Northern Well, and the modified decarbonators.

3. Funding and Financial Responsibilities for the Cleanup Project

(a) Upon approval by the Parties of the Cleanup Project design and award of the first construction contract (with the approval of the RP-1 Parties), the RP-1 Parties shall fund all Cleanup Project Costs through completion of construction of the Cleanup Project at no cost to CDA. Without limiting the generality of the foregoing and notwithstanding anything to the contrary herein or in any other agreement between or among any of the Parties hereto, the Parties expressly agree that CDA shall have no obligation to fund any costs of design or construction of the Cleanup Project and that once the first construction contract for any portion of the Cleanup Project has been awarded, the RP-1 Parties shall be obligated to fund design and construction of the Cleanup Project through completion. Whether CDA performs project management for the Cleanup Project and the Planned Expansion Project by using CDA staff or by retaining a third-party construction management company, the RP-1 Parties shall be responsible for all management costs attributable to the Cleanup Project's design and construction but the RP-1 Parties shall not be responsible for management costs attributable to the Planned Expansion Project.

(i) This Agreement does not obligate the RP-1 Parties to fund CDA's O&M Costs (as defined in Section 4) or costs associated with the Planned Expansion Project.

(b) The RP-1 Parties shall be responsible for: (i) pursuing grants, as appropriate, for the design and construction of Cleanup Project; and (ii) executing and administrating all grant-related activities and/or grant requirements for the Cleanup Project, except those that are the responsibilities of CDA under 3(d). Notwithstanding any provision herein, securing grants shall not be a condition precedent to the performance of any of the RP-1 Parties' obligations under this Agreement. Any grants obtained by the RP-1 Parties will be applied to reduce the RP-1 Parties' obligation to fund Cleanup Project Costs under Section 3(a).

(c) The CDA shall fully cooperate with the RP-1 Parties in pursuit and administration of grants and shall work collaboratively with the RP-1 Parties to minimize the RP-1 Parties' Cleanup Project Costs.

(d) Prior to award of each contract for design and/or construction of the Cleanup Project, (1) CDA shall submit a request for payment of the entire contract amount, plus a reasonable contingency not to exceed ten percent (10%) of the contract amount, to the RP-1 Parties and (2) the RP-1 Parties shall deposit the full requested amount into the Cleanup Project Account (defined below) within the time set forth in Section 3(d)(v) below. The same procedure shall apply to change orders in excess of the available contingency (i.e. monies already held by CDA) under each contract. Notwithstanding the foregoing provisions of this Section 3(d), the RP-1 Parties shall pay for the VFD Component of the Cleanup Project in accordance with Section 3(d)(vi) below.

(i) CDA shall open and maintain a separate, interest-bearing account at Citizen's Business Bank or another financial institution mutually acceptable to the Parties (referred to herein as the "Cleanup Project Account") and shall deposit all moneys received from the RP-1 Parties under this Section 3 into the Cleanup Project Account and hold such moneys in the Cleanup Project Account until CDA disburses such moneys to pay for Cleanup Project Costs in accordance with this Agreement. All interest earned in the Cleanup Project Account shall be and remain the property of the RP-1 Parties in proportion to the amount of their respective deposits into the Cleanup Project Account. Disbursements from the Cleanup Project Account for Cleanup Project Costs shall not require the prior approval of the RP-1 Parties. CDA shall keep separate records for the Cleanup Project, including without limitation all deposits into and withdrawals from the Cleanup Project Account and all payments disbursed to consultants and/or contractors, and/or reimbursements to CDA, for Cleanup Project Costs in accordance with this Agreement.

(ii) CDA will endeavor to structure the bidding and award process so that the deadline to award each contract is at least forty-five (45) days following the receipt of bids and will provide all bids received for each contract to the RP-1 Parties' designated representatives promptly upon receipt to enable the RP-1 Parties to provide input regarding the bids.

(iii) CDA shall provide statements to the RP-1 Parties on a quarterly basis regarding: (A) the total contract price for each contract and change order awarded in connection with the Cleanup Project (and the corresponding deposits made to CDA by the RP-1 Parties), (B) the amount of Cleanup Project Costs actually disbursed by CDA to contractors and/or consultants; and (C) the estimated total Cleanup Project Costs to be incurred by the end of

the following quarter, including whether the Cleanup Project Costs are expected to exceed \$8 million or \$10 million by the end of the following quarter. The RP-1 Parties shall have the right to audit CDA's determination of the costs, expenses, credits and all other accounting pursuant to this Section 3(d)(i), and CDA will cooperate with any such audit by providing information and documentation requested by the RP-1 Parties to perform such audit.

(iv) Except as specifically otherwise provided in this Agreement, the RP-1 Parties' obligations under this Agreement are joint, including obligations for payment of all Cleanup Project Costs.

(v) Upon CDA's delivery to the RP-1 Parties of a demand for payment pursuant to Section 3(d), the RP-1 Parties shall have twenty (20) Business Days to deliver the requested amount to the Cleanup Project Account. In the event the full amount requested by CDA is not deposited within such time frame, CDA shall deliver notice to the RP-1 Parties of the deficiency and the RP-1 Parties shall have ten (10) additional Business Days to deposit the remaining amounts into the Cleanup Project Account. In the event the full amount requested by CDA in accordance with Section 3(d) is not deposited into the Cleanup Project Account within the time periods described in this paragraph, CDA shall not be required to award the subject contract and CDA shall return the moneys received from the RP-1 Parties for such contract, if any, to the RP-1 Parties from which such money was received. In such event of non-payment by the RP-1 Parties, CDA shall terminate any previously-awarded design contracts at the earliest time permitted by the terms of such contracts, except design contracts that are necessary for the completion of a previously-awarded construction contract. Notwithstanding the preceding sentence, CDA shall have the right to complete any previously-awarded construction contracts for the Cleanup Project and any design contracts necessary for the completion of any previously-awarded construction contracts for the Cleanup Project (collectively, the "Ongoing Contracts") and the RP-1 Parties shall remain responsible for the cost to complete all such Ongoing Contracts including any cost overruns. In the event CDA exercises its right to complete an Ongoing Contract, upon completion of all Ongoing Contracts and CDA's acceptance of the completed components of the Cleanup Project constructed pursuant to such Ongoing Contracts, this Agreement shall automatically terminate.

(vi) The RP-1 Parties shall pay for the VFD Component by depositing the lump sum amount of \$250,000 into the Cleanup Project Account within twenty (20) Business Days prior to the award by CDA of the contract for the equipping of Well II-10, Well II-11 and/or the Northern Well, whichever contract is awarded first. The lump sum amount set forth in the immediately preceding sentence shall constitute the full obligation of the RP-1 Parties with respect to the costs of the VFD Component.

4. Operation and Maintenance of the Cleanup Project.

(a) As used herein, the term "O&M Costs" shall mean the total of all direct and indirect expenses and replacement costs incurred by CDA in the operation and maintenance of the Cleanup Project and CDA's facilities, including, but not limited to, operating labor, repair labor, payroll taxes, employee benefits, training costs, permits, consultants (engineers, auditors, attorneys, and inspectors), materials, insurance, communications, utilities cost, supplies, chemicals, tools, vehicles, minor modifications, tests and sampling, contaminant handling and

disposal, costs of repairs, modification and replacement of facilities and equipment used for remediation, together with all necessary expenses in connection therewith.

(b) CDA shall maintain and operate the Cleanup Project, including pumping groundwater from the Northern Well to the Desalter II in a manner consistent with the Remedial Action Plan as approved by the Regional Board, provided, however, that CDA may suspend such operation to avoid violation of CDA's water supply permit(s), applicable drinking water standards, air quality regulations and/or other permit requirements applicable to the operation of Desalter II, to the extent such regulations and requirements are in effect from time to time (the "Applicable Requirements").

(c) Neither CDA nor the RP-1 Parties shall have any obligation under this Agreement to construct new or additional facilities to avoid violation of the Applicable Requirements and, in the event CDA is unable to avoid a violation of the Applicable Requirements due (in whole or in part) to its operation of the Cleanup Project facilities, CDA shall have the right, in its reasonable discretion, to stop operating all or a portion of the Cleanup Project facilities for the shortest period of time required to avoid non-compliance with the Applicable Requirements. CDA shall resume operation of all or a portion of the Cleanup Project facilities if and when they may be operated in compliance with such laws, regulations, standards or permit conditions. The Parties recognize, however, that the suspension of operations described in this paragraph may be permanent.

(d) CDA shall fully cooperate with the RP-1 Parties and the Regional Board in operating and maintaining Desalter II and its facilities, and shall provide information or data to the RP-1 Parties necessary to comply with Regional Board reporting requirements, if any.

(e) In the event CDA's O&M Costs attributable to the Cleanup Project are higher than projected by the MWH Report and related analysis conducted in development of the Cleanup Project, the Parties may enter into good-faith negotiations to identify actions that will avoid, decrease or apportion among the Parties the higher than projected O&M Costs.

5. Future Plume Monitoring Efforts.

(a) The Parties acknowledge that after construction of the Cleanup Project is completed, the Regional Board may require further monitoring of the TCE contamination in or around the current area of the South Archibald Plume as part of the Cleanup Project ("Future Plume Monitoring").

(b) The RP-1 Parties shall be responsible for coordinating, conducting and funding any and all Future Plume Monitoring that are not otherwise completed by CDA, ABGL, the United States or Watermaster.

(c) CDA shall not be responsible for coordinating, conducting or financing Future Plume Monitoring, but shall cooperate with the RP-1 Parties and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient, for the RP-1 Parties to conduct Future Plume Monitoring. Nothing in this Agreement is intended to relieve the CDA of any of its monitoring requirements that are independent of the Future Plume Monitoring relating to the Cleanup Project.

6. **Effective Date.** This Agreement shall become effective and binding upon the Parties on the first day following the execution of the Agreement by all Parties.

7. **Term.** The term of this Agreement shall commence on the Effective Date and continue through the date the Regional Board provides written authorization to terminate operation of the Cleanup Project.

8. **Alternative Drinking Water Supplies.** Nothing in this Agreement shall be interpreted to make CDA responsible for supplying alternative drinking water to the communities affected by TCE from the South Archibald Plume.

9. **Denial of Responsibility.** The Parties each deny any responsibility for the South Archibald Plume.

10. **Cooperation of Parties.** The Parties shall fully cooperate with one another, and shall undertake reasonable additional actions and sign additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement, including the procurement of funding and minimizing expenses to reduce each Party's respective obligations to contribute to Cleanup Project Costs, O&M Costs, and/or costs associated with Future Plume Monitoring; provided that this Section is not intended to modify the allocation among the Parties of the responsibility to pay Cleanup Project Costs, O&M Costs or Future Plume Monitoring costs otherwise set forth in this Agreement.

11. **Consideration.** Each of the Parties will receive good and valuable consideration in exchange for the obligations they assume under this Agreement, as explained in the recitals and in this Section 11. First, since each of the Parties has an interest in the sustainable health of the groundwater basin and protecting and maintaining a high quality groundwater supply for the communities served by them, the Cleanup Project's benefit to these interests is consideration. Second, the fact that the Cleanup Project responds to the Regional Board's allegations against the RP-1 Parties is consideration for the RP-1 Parties' obligations under this Agreement even though the RP-1 Parties deny responsibility for the South Archibald Plume. Third, CDA is anticipated to benefit from the Cleanup Project because if the Cleanup Project is not constructed, it is anticipated that the TCE impact to CDA's existing and proposed wells will increase over time.

12. **Regional Board Settlement and Approval Condition Precedent.** The Regional Board's Settlement with the RP-1 Parties and approval of the Cleanup Project is an express condition precedent to the rights and obligations of all Parties under this Agreement. If, after making a good faith effort and exercising reasonable diligence to obtain approval of the Cleanup Project from and Settlement with the Regional Board, any of the RP-1 Parties determine that such approval cannot be obtained, the objecting RP-1 Party will provide notice to all Parties. Upon such notice that the condition precedent in this Section 12 cannot be satisfied, this Agreement shall be deemed null and void and none of the Parties will have any rights or obligations whatsoever under this Agreement.

13. **Notice.** All notices or other communications required to be given pursuant to this Agreement shall be in writing, and, except as otherwise provided herein, shall be effective upon

personal delivery or three (3) days after deposit in the United States mail, with first-class postage fully paid, addressed as follows:

IEUA: Attn: General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

with a copy to: Attn: Gregory J. Newmark
Meyers, Nave, Riback, Silver & Wilson
633 W. 5th Street, Suite 1700
Los Angeles, CA 90071

Ontario: Attn: City Manager
City Hall
303 East "B" Street
Ontario, CA 91764

with a copy to: Attn: Gene Tanaka and John Holloway
Best Best & Krieger LLP
2001 N. Main Street, Suite 390
Walnut Creek, CA 94596

Upland: Rod Butler, City Manager
City of Upland
P.O. Box 460
Upland, CA 91786

with a copy to: Attn: Richard Adams II
City Attorney
Jones & Mayer
3777 N. Harbor Boulevard
Fullerton, CA 92835

CDA: Attn: Curtis Paxton, General Manager/CEO
Chino Basin Desalter Authority
2151 S. Haven Avenue, Suite 202
Ontario, CA 91761
Tel (909) 218-3729 Fax
(909) 218-3777
cpaxton@chinodesalter.org

with a copy to:

Attn: Allison E. Burns, General Counsel
Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92626
Tel (949) 725-4000
Fax (949) 823-5187
aburns@sycr.com

14. Exclusion from Scope of Agreement. Notwithstanding any provision to the contrary, this Agreement does not address and has no effect on any claims, demands, action, causes of action and rights, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise), which the Parties have or may have, now or in the future, against parties who may be responsible for the South Archibald Plume.

15. Dispute Resolution

(a) In the event of a dispute regarding this Agreement, which cannot be resolved by good faith negotiations, including a dispute concerning a Party's financial obligations, the Parties will submit the dispute to non-binding mediation in the Los Angeles Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The Parties will share in the cost of such mediation.

(b) If mediation is not successful in resolving the dispute or the Parties elect to waive mediation, then each Party shall have the right to pursue any and all remedies such Party may have available to it in law or equity.

(c) The provisions of this Section 15 will not apply to prevent any Party from initiating or maintaining any suit necessary to prevent irreparable harm, including but not limited to loss of its claim due to passage of the relevant statute of limitations for that claim, that could otherwise occur during the time necessary to pursue the dispute resolution procedures set forth herein.

16. Miscellaneous.

(a) Incorporation of Recitals. The recitals set forth above are incorporated herein and made an operative part of this Agreement.

(b) Entire Agreement. With the exception of any agreements among the RP-1 Parties regarding the Cleanup Project, this Agreement contains the entire understanding between the Parties with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the Parties.

(c) Amendment. This Agreement cannot be amended except in writing signed by all Parties.

(d) **No Waiver.** Any failure or delay on the part of any Party to exercise any right under this Agreement shall not constitute a waiver of the right, and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

(e) **Headings: Section References.** Captions and headings appearing in this Agreement are inserted solely as reference aids for ease and convenience; they shall not be deemed to define or limit the scope or substance of the provisions they introduce, nor shall they be used in construing the intent or effect of such provisions.

(f) **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable as written, the provision shall, if possible, be enforced to the extent reasonable under the circumstances and otherwise shall be deemed deleted from this Agreement. The other provisions of this Agreement shall remain in full force and effect so long as the material purposes of the Agreement and understandings of the Parties are not impaired.

(g) **Binding Effect: Assignment.** This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. Each Party shall have the right to assign its rights and all of its obligations under this Agreement with the written consent of the other Parties, provided, however, that the other Parties shall not unreasonably withhold such consent.

(h) **Governing Law.** This Agreement is a contract governed in accordance with the laws of the State of California.

(i) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original. A photocopy, PDF, or fax reproduction of an original copy of the Agreement shall be of the same binding effect as the original

(j) **Authority.** The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

(k) **No Inducement or "Drafting Party"**. Each of the Parties have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Agreement. Each of the Parties agrees and represents that no promise, inducement or agreement not expressed in this Agreement has been made to effectuate this Agreement, and that this Agreement represents the entire agreement between the Parties. Each of the Parties' respective legal counsel have reviewed and approved this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

(l) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be deemed to create any rights in favor of, or to inure to the benefit of, any third parties, or to waive or release any defense or limitation against third party claims.

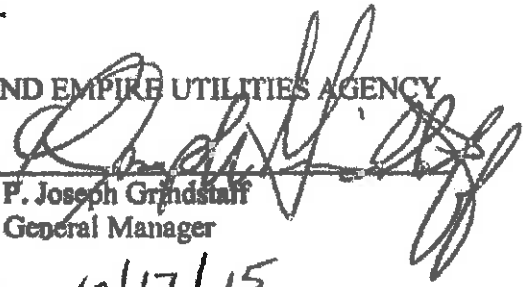
(m) **Relationship of Parties.** Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any

act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize any Party to act as the agent for the other.

[Signatures follow on the next page]

The Parties have executed this agreement, effective as of the date set forth in Section 7 above.

INLAND EMPIRE UTILITIES AGENCY

By: 
F. Joseph Grindstaff
General Manager

Date: 6/17/15

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

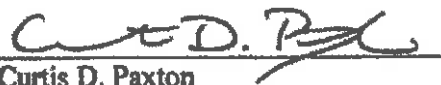
Date:

CITY OF UPLAND

By: _____
Rod B. Butler
City Manager

Date:

CHINO BASIN DESALTER
AUTHORITY

By: 
Curtis D. Paxton
General Manager/CEO

Date: 6/4/15

The Parties have executed this agreement, effective as of the date set forth in Section 7 above.

INLAND EMPIRE UTILITIES AGENCY

By: _____
P. Joseph Grindstaff
General Manager

Date:

CITY OF UPLAND

By: Rod B. Butler
Rod B. Butler
City Manager

Date: 6/18/2015

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

Date:

**CHINO BASIN DESALTER
AUTHORITY**

By: Curtis D. Paxton
Curtis D. Paxton
General Manager/CEO

Date: 06/04/2015

The Parties have executed this agreement, effective as of the date set forth in Section 7 above.

INLAND EMPIRE UTILITIES AGENCY

By: _____
P. Joseph Grindstaff
General Manager

Date:

CITY OF UPLAND

By: _____
Rod B. Butler
City Manager

Date:

CITY OF ONTARIO

By: _____
Al C. Boling
City Manager

Date: 6/16/15

**CHINO BASIN DESALTER
AUTHORITY**

By: _____
Curtis D. Paxton
General Manager/CEO

Date:

EXHIBIT A

SOUTH ARCHIBALD PLUME



Source: Site Map 012-010

<p>Site Status</p> <ul style="list-style-type: none"> Strategic Chemical WWT W&S System Location Surface Water Service Mixed Media PNE 	<p>CDA Wells</p> <ul style="list-style-type: none"> Existing Well Existing Deceler / W&S Existing Deceler S Well Proposed Deceler S W&S 	<p>Groundwater TCE Concentration (ug/L)</p> <ul style="list-style-type: none"> > 0 and < 5 > 5 and < 10 > 10 and < 20 > 20 and < 50 > 50 and < 100 <p>W&S</p> <p>All Locations Approximate</p>
---	--	--

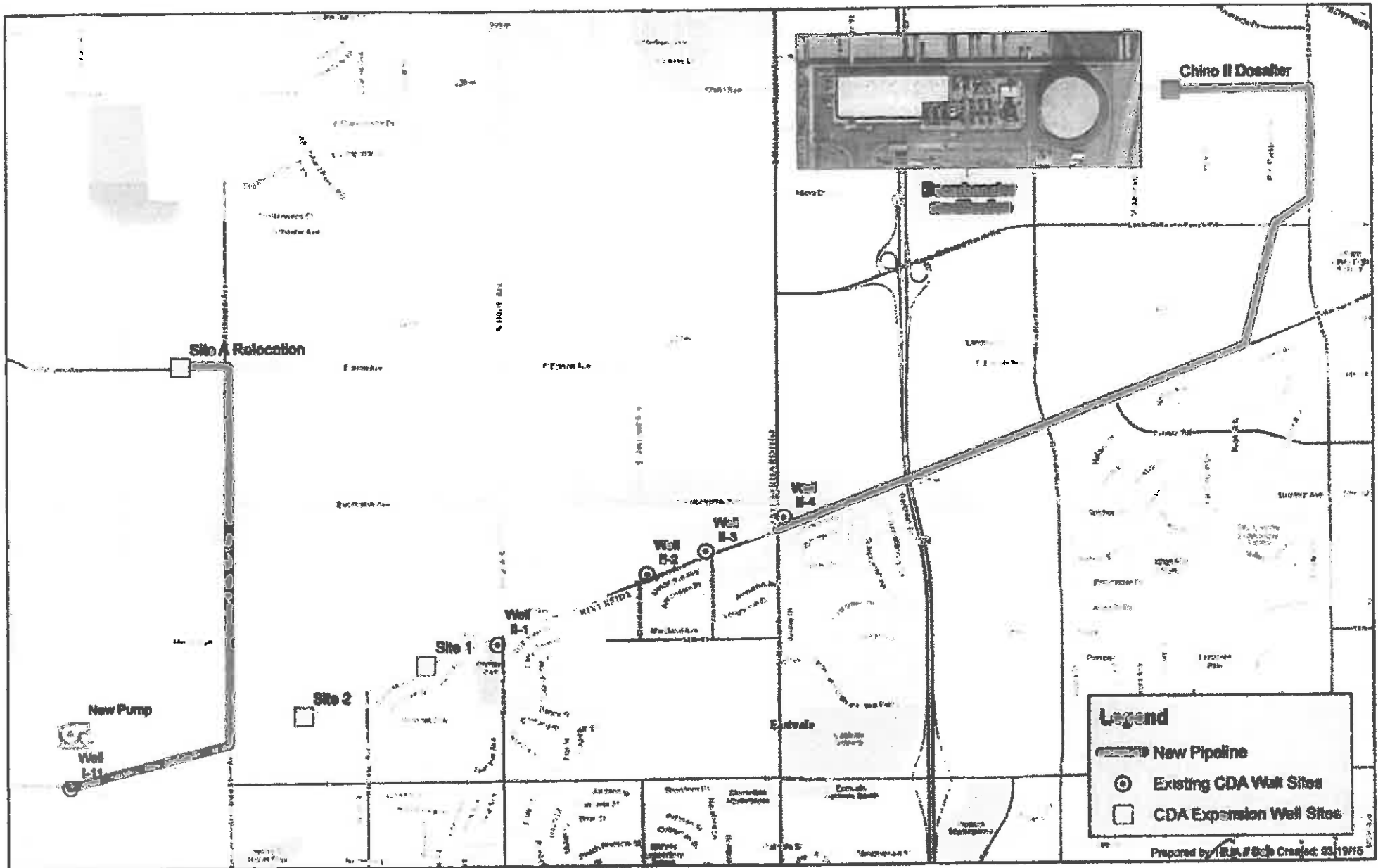
DUDEK
 7810
 HARRIS ONT.



South Archibald Plume Map

EXHIBIT B

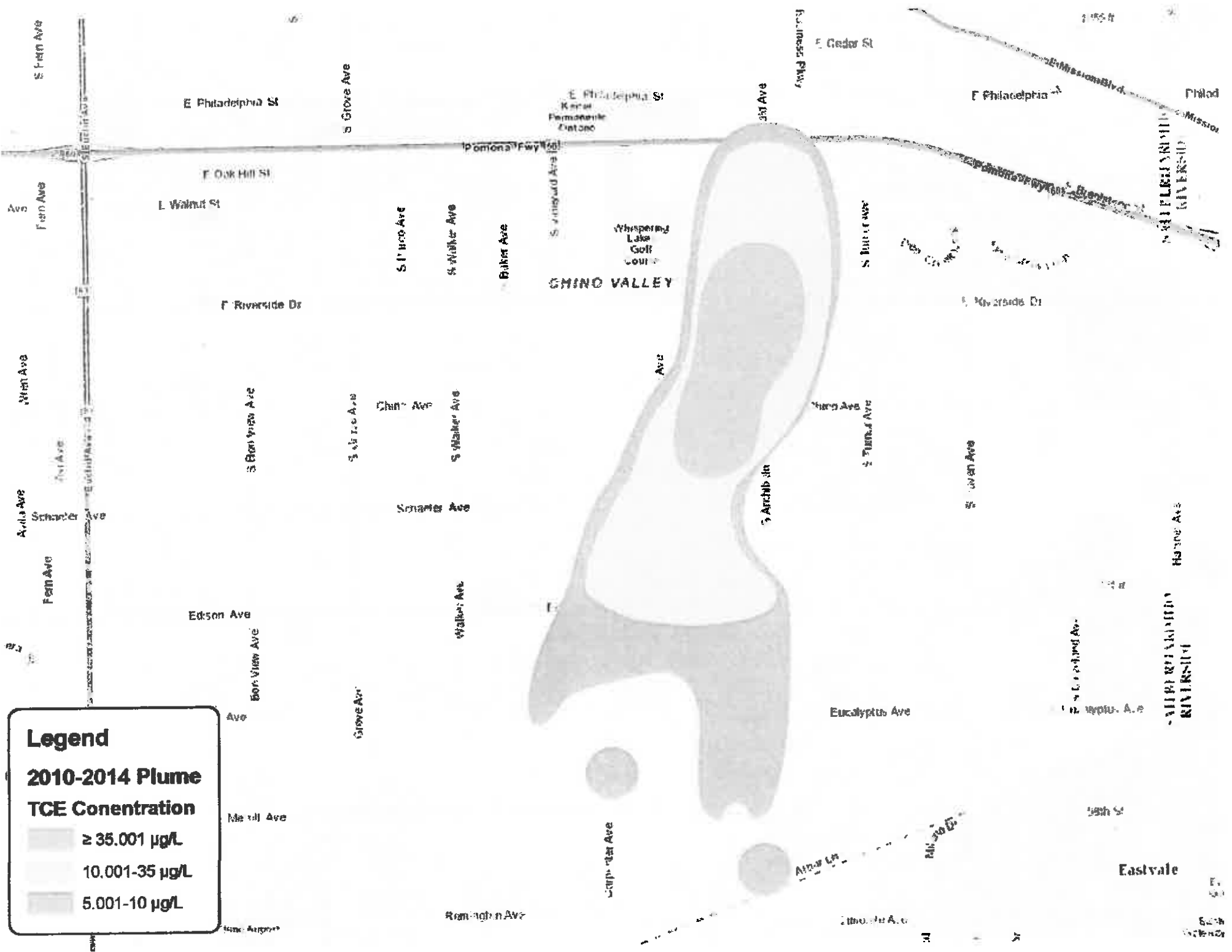
PROPOSED CLEANUP PROJECT



**Chino Desalter Authority (CDA)
South Archibald Plume Project**



Exhibit B



Legend

2010-2014 Plume TCE Concentration

- $\geq 35.001 \mu\text{g/L}$
- $10.001 - 35 \mu\text{g/L}$
- $5.001 - 10 \mu\text{g/L}$

Exhibit C

**ACKNOWLEDGMENT OF RECEIPT OF
OVERSIGHT COST REIMBURSEMENT ACCOUNT LETTER**

I, Gene Tanaka, acting within the authority vested in me as an authorized representative of Cities of Ontario, Upland and Inland Empire Utilities acknowledge that I have received and read a copy of the attached REIMBURSEMENT PROCESS FOR REGULATORY OVERSIGHT and the cover letter dated June 16, 2015, concerning cost reimbursement for Regional Board staff costs involved with oversight of cleanup and abatement efforts at the South Archibald trichloroethylene (TCE) plume, Central Chino Basin, Ontario California. The site is located in the vicinity of the intersection of East Riverside Drive and South Archibald Avenue, Ontario, California.

I understand the reimbursement process and billing procedures as explained in the letter. The undersigned is willing to participate in the cost recovery program and pay all subsequent billings in accordance with the terms in your letter and its attachments, and to the extent required by law. I also understand that signing this form does not constitute any admission of liability, but rather an intent to pay for costs associated with oversight, as set forth above, and to the extent required by law. Billings for payment of oversight costs should be mailed to the following individual and address:

BILLING CONTACT Gene Tanaka

BILLING ADDRESS Best Best & Krieger LLP

2001 N. Main Street, Suite 390

Walnut Creek, CA 94596

TELEPHONE NO. (925) 977-3300

RESPONSIBLE PARTY'S SIGNATURE



(Signature)

Attorney for City of Ontario

(Title)

DATE: June 30, 2015

Staff: